



MISSISSIPPI STATE DEPARTMENT OF HEALTH

Invitation for Bid
RFx #3160000811

The Mississippi State Department of Health-WIC Program wishes to procure courier service for pick-up and delivery of infant formula, various supplies, etc. (boxes), from our WIC Central Shipping & Receiving at 249 Mitchell Avenue, Jackson, MS 39216 to ninety-six (96) Food Centers (listing attached) across the state of Mississippi, for the Women, Infants, and Children (WIC) Supplemental Nutrition Program, and invites your bid. The bid should also include the same service for returns from the 96 Food Centers back to the WIC Central Shipping & Receiving facility, Jackson, MS.

The contract shall be for a two-year period (24 months) with options to renew for up to two (2) additional one-year (12 month periods) with mutual agreement of both parties. The effective date of the contract will either be April 1, 2016 or May 1, 2016 determined by the length of time required for awarding of the IFB.

Firm Bid Prices: The original bid prices shall be firm throughout the term of the contract including the original two-year (24 month) period and any/all one-year (12 month) renewals.

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

Prospective bidders are to contact Jennifer Dotson, Director of Purchasing, 601-576-7627 if there are any questions regarding this IFB no later than five (5) working days prior to the established bid opening date.

PICK-UP REQUIREMENTS:

Pickups from the Mississippi State Department of Health's Facility will be from the following location:

1. WIC Central Shipping & Receiving, 249 Mitchell Avenue, Jackson, MS 39216

Pick-ups from the above location will be Monday through Friday, after 4:00 pm. and no later than 5:00 pm for next day delivery (except Friday pick-ups will be delivered the following Monday).

DELIVERY REQUIREMENT:

Deliveries to the ninety-six (96) WIC Food Center locations statewide will be made Monday through Friday between 8:00 a.m. and 4:00 p.m. each day.

(Delivery locations are subject to occasional change, but such change will not generally affect mileage or time required for delivery)

Although there are (96) WIC Food Center locations statewide, there will not be deliveries for every location each day. The quantity of items (boxes) picked up each day from the WIC Central Shipping & Receiving facility and the number of delivery sites (locations) will vary from day to day. There is no guarantee of quantities and delivery sites each day. Please see estimates below of service information:

Approx. total number of items (boxes) for pick-up each day - 95 boxes

Approx. number of sites (locations) for deliveries each day - 50 miles or less:	28-30 sites
50-150 miles:	38-40 sites
150-250 miles:	28-30 sites

Approx. number of items (boxes) being returned each day from WIC Food centers back to the Jackson, MS facility is small, compared to the deliveries.

Any losses or damages to commodities incurred by the courier will be reimbursable to the agency (MSDH) not to exceed the original purchase price.

Invoicing is requested to be on a monthly basis with appropriate back-up information included for verification of charges.

Included in this quote is a gasoline surcharge/credit of .0075 per every \$.10 increase/decrease from a base price established at the time of the start of the contract. The base price will be established through the utilization of AAA's fuel indicator for Jackson, MS at this time and checked monthly thereafter. For example, if AAA's fuel indicator for Jackson, MS is \$2.25 per gallon at the time of dated contract and upon checking the AAA fuel indicator on a monthly basis, the indicator increases to \$2.35 per gallon then .0075 surcharge will be added to the monthly total. Also, if within the next month, the fuel indicator returns back to \$2.25, then there will be no surcharge added to the monthly total for that month. If the fuel indicator should drop to \$2.15 in any given month, then a .0075 surcharge would be deducted from the monthly total for service. The fuel surcharge will apply throughout the duration of the contract period.

Each vendor must sign the enclosed "Certification Concerning Debarment and Suspension," ***Attachment A.***

Prospective vendors must meet the following requirements:

- A. Must currently be in operation as a licensed and bonded company in the State of Mississippi.
- B. Must maintain tracking capabilities for all merchandise.
- C. Must have a fleet capable of pickup and delivery on a statewide basis, and all courier drivers must be licensed and bonded to operate commercial vehicles throughout the State of Mississippi.
- D. Must have in force, Comprehensive General Liability or Professional General Liability insurance in the amount of \$1,000,000 of which proof must be submitted to this office prior to the start of the contract, with the State of Mississippi, State Department of Health added as an additional insured.

E-Verify Compliance - Contractor/Seller represent and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) 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. Contractor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. 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 (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.

E-Payments – Payments by the Mississippi State Department of Health 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 may, at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the terms 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.

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.

Applicable Law – This purchase(s) shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The vendor shall comply with applicable federal, state and local laws and regulations.

Payment Terms – MS Code Section 31-7-305(3) allows a state entity to pay invoices within 45

Bid terms are welcome, however, they will not be used as criteria for awarding the bid.

Prior to time specified for the bid opening, sealed bids along with any other documentation required must be hand delivered or mailed to **Mississippi State Department of Health, Purchasing Department, Room 137A, The Underwood Building, 570 E. Woodrow Wilson, Jackson, Mississippi 39216 or Post Office Box 1700, Jackson, MS 39215-1700.** The bids must be received before and be dated and time stamped prior to 10:30a.m., CST/DST Friday, January 29, 2016. All bids must be properly stamped. No bids will be accepted after the established bid opening time. **Bids will be opened at 10:30a.m. in Suite 134 Conference Room, Underwood Building, 570 E. Woodrow Wilson, Jackson, Mississippi.** No facsimile (FAX) bids will be accepted. The cover letter must be signed by a person with authority to bind the bidder, and must accompany your bid. Failure to comply with this provision, any other provision of this request for bid, or any provision of state or federal law or regulation regarding the submission of bids will cause the bid to be rejected.

In addition, bidders should also submit a bid on-line in the State of Mississippi electronic procurement system, MAGIC. In order to submit bids, bidders must be registered as a vendor in MAGIC system and have an I.D. number and password assigned at the time of registration. Help for registering in MAGIC can be found at www.mmrs.state.ms.us.

Submitted bids/responses will be available for review at the bid opening.

The Mississippi State Department of Health reserves the right to waive minor informalities, which are matters of form rather than substance, or insignificant mistakes or to allow the bidder to correct them if other bidders are not prejudiced.

The bid will be awarded to the lowest and the best bidder as determined by the agency. The awardee will perform the terms and conditions of the bid and any contract awarded hereunder.

The bid will be funded from the USDA Food Grant which is approximately \$67 million.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

The bidder 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 bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES:

The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not (please circle one response) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

We are requesting the bid be submitted with pricing per box:

Per Box rate for each location from the WIC Central
Shipping & Receiving facility, Jackson, MS to all
WIC Food Centers

\$ _____/Box

Per Box rate from all WIC Food Center locations to the
WIC Central Shipping & Receiving facility, Jackson, MS

\$ _____/Box

PLEASE MARK YOUR ENVELOPES EXTERNALLY:

Bid Due 10:30 a.m. CST/DST, Friday, January 29, 2016, RFX# 3160000811

Name of Company:

Name of Bidder:

Signature of Bidder:

Date Signed:

Contact Telephone Number:

ADDITIONAL TERMS AND CONDITIONS

COMPLIANCE WITH LAWS:

Contractor understands that the Mississippi State Department of Health is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Availability of Funds – It is expressly understood and agreed that the obligation of the Mississippi State Department of Health 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 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 of material alteration of the program under which funds were provided or if funds are not otherwise available to the Mississippi State Department of Health, the Mississippi State Department of Health shall have the right upon ten (10) working days written notice to the contractor, to terminate this agreement without damage, penalty, cost of expenses to the Mississippi State Department of Health of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

REPRESENTATION REGARDING CONTINGENT FEES

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

REPRESENTATION REGARDING GRATUITIES

The bidder, 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 6 204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.

ACKNOWLEDGMENT OF AMENDMENTS

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 [agency] by the time and at the place specified for receipt of bids.

STOP WORK ORDER

- (1) **Order to Stop Work:** The procurement officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the procurement officer shall either:
 - (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.
- (2) **Cancellation or Expiration of the Order:** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - (a) the stop work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and,
 - (b) 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.
- (3) **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.
- (4) **Adjustments of Price:** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

TRANSPARENCY

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 executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

POST-AWARD DEBRIEFING:

General Statement

In an effort to build and strengthen business relationships and improve the procurement process between vendors and the State, post-award vendor debriefing is available. The following information may be disclosed during post-award debriefing in accordance with Section 7-112.03 of the *Personal Service Contract Review Board Rules and Regulations*:

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

Debriefing Request

A vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission, to be received by the MSPB within three (3) business days of notification of the contract award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor must notify the MSPB and identify its attorney.

When Requested Debriefing Will Be Conducted

Unless good cause exists for delay, the debriefing will occur within five (5) business days after receipt of the vendor request and may be conducted during a face-to-face meeting, by telephonic or video conference, or by any other method acceptable to the MSPB.

Additional Information Regarding Post-Award Debriefing

Additional information regarding post-award debriefing may be found in Section 7-112 of the *Personal Service Contract Review Board Rules and Regulations* which may be found at <http://www.mspb.ms.gov>.

Vendor's Name

Certification Concerning Debarment and Suspension

In accordance with Debarment and Suspension Executive Order No. 12549, the Provider and the Department hereby certify as follows:

- (1) The department as primary participant certifies to the best to its knowledge and belief, that it and its principals:
 - (A) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (B) Have not within a three-year period preceding this proposal been convicted of or has a civil judgment rendered against them 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; 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.
 - (C) Are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offense enumerated in a paragraph (1)(B) of this certification; and
 - (D) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- (2) The prospective Provider of lower tier participant certifies, by signature below, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Whereas the prospective Provider or lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation.

Vendor's Executive Director Signature & Date

Agency #	ServiceSite ID	WIC Food Center Name	Address	City	State	CD	Zip Code	Telephone
1	500	Batesville Food Center	554 Highway 51 South	Batesville	MS		38606	6625634549
1	501	Charleston Food Center	305 S. Waverly St.	Charleston	MS		38921	6626473475
1	502	Clarksdale Food Center	521 Medical Drive	Clarksdale	MS		38614	6626273511
1	503	Grenada Food Center	1310 Phillips Drive	Grenada	MS		38901	6622261047
1	504	Hernando Food Center	1939 Oak Tree Cove	Hernando	MS		38632	6624490807
1	505	Marks Food Center	207 Chestnut Street	Marks	MS		38646	6623264855
1	506	Senatobia Food Center	470 Scott St	Senatobia	MS		38668	6625627121
1	507	Southaven Food Center	8791 Northwest Drive	Southaven	MS		38671	6623425534
1	508	Sumner Food Center	109 South Court	Sumner	MS		38957	6623758637
1	509	Tunica Food Center	1925 Old Hwy. 61 North	Tunica	MS		38676	6623633910
1	510	Water Valley Food Center	220 Blackmur	Water Valley	MS		38965	6624732274
2	512	Byhalia Food Center	8478 HWY 178 West	Byhalia	MS		38611	6628384911
2	513	Corinth Food Center	501 PineCrest Road	Corinth	MS		38834	6622879442
2	514	Fulton Food Center	503 Lindsey Street	Fulton	MS		38843	6628624686
2	515	Holly Springs Food Center	680 HWY 4 East	Holly Springs	MS		38635	6622525246
2	516	Iuka Food Center	1250 Bettydale Drive	Iuka	MS		38852	6624233148
2	517	New Albany Food Center	207 Carter Avenue	New Albany	MS		38652	6625344131
2	518	Oxford Food Center	161 CR #401	Oxford	MS		38655	6622342060
2	519	Pontotoc Food Center	340 Legion Lane	Pontotoc	MS		38863	6624896169
2	520	Ripley Food Center	105 Hospital Street	Ripley	MS		38663	6628373837
2	521	Tupelo Food Center	532 Carnation Street	Tupelo	MS		38804	6628444170
3	522	Belzoni Food Center	309 North Hayden Street	Belzoni	MS		39038	6622473534
3	523	Cleveland Food Center	927 Charlie Capps Road	Cleveland	MS		38732	6628438305
3	524	Greenville Food Center	1701 East Union	Greenville	MS		38701	6623320726
3	525	Greenwood Food Center	2600 Browning Rd.	Greenwood	MS		38930	6624532119
3	526	Hollandale Food Center	114 W. Washington, PO Box 215 (mailing)	Hollandale	MS		38748	6628275048
3	527	Indianola Food Center	226 HWY 82 West	Indianola	MS		38751	6628875986
3	528	Kosciusko Food Center	312 N. Wells St.	Kosciusko	MS		39090	6622895569
3	529	Leland Food Center	210 Baker Street	Leland	MS		38756	6626864033
3	530	Lexington Food Center	22269 Depot Street	Lexington	MS		39095	6628342140
3	531	N. Carrollton Food Center	108 Main St./PO Box 87	N. Carrollton	MS		38947	6622376918
3	532	Rosedale Food Center	503 Bruce Street/PO Box 446	Rosedale	MS		38769	6627593063
3	533	Ruleville Food Center	601 East Dr MLK Dr.	Ruleville	MS		38771	6627562084
3	534	Winona Food Center	108 N. Aplegate	Winona	MS		38967	6622833694
4	535	Aberdeen Food Center	109 S. Chestnut St.	Aberdeen	MS		39730	6623698580
4	536	Ackerman Food Center	8900 Highway 15 N.	Ackerman	MS		39735	6622856030
4	537	Amory Food Center	403 S. Main St.	Amory	MS		38821	6622568833

Agency #	ServiceSite ID	WIC Food Center Name	Address	City	StateCD	Zip Code	Telephone
4	538	Columbus Food Center	7220 HWY 45 North	Columbus	MS	39705	6623287809
4	539	Eupora Food Center	64 Mississippi Street	Eupora	MS	39744	6622588592
4	540	Houston Food Center	202 Industrial Drive	Houston	MS	38851	6624565446
4	541	Louisville Food Center	305 Vance St.	Louisville	MS	39339	6627738571
4	542	Macon Food Center	205 W. Green St.	Macon	MS	39341	6627262466
4	543	Okolona Food Center	400 North Church Street	Okolona	MS	38860	6624473686
4	544	Pittsboro Food Center	107 East Main Street,	Pittsboro	MS	38951	6624122555
4	545	Starkville Food Center	1203 Louisville Street	Starkville	MS	39759	6623240171
4	546	West Point Food Center	1342 North Eshman Avenue	West Point	MS	39773	6624944771
5	547	Hazlehurst Food Center	640 Georgetown St.	Hazlehurst	MS	39083	6018944300
5	548	Jackson (Medical Mall) Food Center	350 W. Woodrow Wilson	Jackson	MS	39203	6019614719
5	549	Jackson (South) Food Center	3276 Lynch Street	Jackson	MS	39209	6019695725
5	550	Mendenhall Food Center	2789 Simpson Hwy 49	Mendenhall	MS	39114	6018471300
5	551	Pearl Food Center	110 Crosspark Drive	Pearl	MS	39208	6019390450
5	552	Raymond Food Center	304 Raymond/Clinton Rd.	Raymond	MS	39154	6018578287
5	553	Rolling Fork Food Center	260 Walnut St.	Rolling Fork	MS	39159	6628734428
5	554	Vicksburg Food Center	809 Walnut Street	Vicksburg	MS	39180	6016365831
6	555	Bay Springs Food Center	2775 Hwy 15	Bay Springs	MS	39422	6017644085
6	556	Carthage Food Center	1120 Highway 35 S., Ste. 2	Carthage	MS	39051	6012673280
6	557	Decatur Food Center	75 WIC Road	Decatur	MS	39327	6016352129
6	558	Dekalb Food Center	Highway 16	Dekalb	MS	39328	6017435537
6	559	Forest Food Center	2047 Highway 35 S.	Forest	MS	39074	6014694507
6	560	Meridian Food Center	3701 8th Street	Meridian	MS	39302	6016935507
6	561	Philadelphia Food Center	107 St. Francis Drive	Philadelphia	MS	39350	6016562202
6	562	Quitman Food Center	133 N. Archusa Ave.	Quitman	MS	39355	6017763085
6	563	Raleigh Food Center	147 Main Street	Raleigh	MS	39153	6017829495
7	564	Brookhaven Food Center	758 Industrial Park Road, N. E.,	Brookhaven	MS	39601	6018338880
7	565	Bude Food Center	19 Holly Street South/P O Box 34	Bude	MS	39630	6013842219
7	566	Liberty Food Center	147 W Freedom Dr./PO Box 844	Liberty	MS	39645	6016578400
7	567	McComb Food Center	1029 Phillips Rd	McComb	MS	39649	6016842277
7	568	Monticello Food Center	1157 W. Broad St.	Monticello	MS	39654	6015877061
7	569	Natchez Food Center	110 1/2 Northgate Road	Natchez	MS	39120	6014452098
7	570	Tylertown Food Center	1508 Beulah Ave.	Tylertown	MS	39667	6018766219
7	571	Woodville Food Center	212 First West St. South	Woodville	MS	39669	6018883580
8	182	Covington County Health Dept.	600 South Arrington	Collins	MS	39428	6017654291
8	572	Collins Food Center	0200 East Street	Collins	MS	39428	6017654097
8	573	Columbia Food Center	1711 Hwy 13N	Columbia	MS	39429	6017364054

Agency #	ServiceSite ID	WIC Food Center Name	Address	City	State	CD	Zip Code	Telephone
8	574	Hattiesburg Food Center	1515 Florida Ave.	Hattiesburg	MS		39401	6015822081
8	575	Laurel Food Center	1222 Hillcrest Drive	Laurel	MS		39440	6014284178
8	576	Leakesville Food Center	809 Main Street	Leakesville	MS		39451	6013942391
8	577	New Augusta Food Center	503 Third Ave.	New Augusta	MS		39462	601964600
8	578	Prentiss Food Center	675 Columbia Ave.	Prentiss	MS		39474	6017924823
8	579	Purvis Food Center	47 Deep South Lane	Purvis	MS		39475	6017946294
8	580	Waynesboro Food Center	1105 Bradley Street	Waynesboro	MS		39367	6017355447
9	581	Bay St. Louis Food Center	10222 HWY 603	Bay St. Louis	MS		39520	2284671086
9	582	Carriere Food Center	7063 HWY 11	Carriere	MS		39426	6017985635
9	583	D'Iberville Food Center	4046 Suzanne Dr.	D'Iberville	MS		39532	2283965194
9	584	Gulfport Food Center - Courthouse	330 Courthouse Road	Gulfport	MS		39501	2288977630
9	585	Gulfport Food Center - Dedeaux	12451 Dedeaux Road	Gulfport	MS		39503	2285394220
9	586	Lucedale Food Center	10 Suzanne St.	Lucedale	MS		39452	6019476352
9	587	Pascagoula Food Center	4404 Chicot Rd	Pascagoula	MS		39581	2287690130
9	588	Wiggins Food Center	1601 West Central Ave	Wiggins	MS		39577	6019282139
12	589	Ashland Food Center	514 Shiloh Road/PO BOX 146	Ashland	MS		38603	6622243335
16	590	Canton Food Center	1111 West Peace St.	Canton	MS		39046	6018591717
16	591	Yazoo City Food Center	110 North Jerry Clower Blvd, Suite N	Yazoo City	MS		39194	6627462484
17	592	Utica Food Center	Hwy 27 North	Utica	MS		39175	601885693
19	593	Greater Meridian Food Center	2701 Davis St.	Meridian	MS		39301	6014825630
20	594	Fayette Food Center	268 E. Harrison St.	Fayette	MS		39069	6017863541
20	595	Port Gibson Food Center	2003 Highway 61 North	Port Gibson	MS		39150	6014378793

FOR INFORMATIONAL PURPOSES

ENCLOSED IS A BLANK COPY OF THE MSDH
CONTRACT BETWEEN DEPARTMENT AND CONTRACTOR
FOR YOUR REVIEW.

THE APPROVED/AWARDED CONTRACTOR FOR COURIER
SERVICE FOR THE MSDH WILL BE REQUIRED TO AGREE TO
AND SIGN THIS CONTRACT ALONG WITH THE MSDH.

**Mississippi State Department of Health
Contract Between Department and Contractor**

I. Contractual Agreement

This document and any other attachments, including but not limited to Attachment A, Terms of Contract, and Attachment B, Conflicts of Interest, are made a part of this document and incorporated herein by reference, and constitute a contract for personal or professional services or goods between the Mississippi State Department of Health (hereinafter referred to as the Department) and the Contractor as indicated below. In the space provided herein, provide a description of the purpose of this contract and/or services to be provided:

II. Contractor's Required Information

Contractor's Name: _____

Contractor's Contact Person(s): _____

ID #: _____ Program: _____
(SSN or EIN, as shown on attached IRS Form W-9)

Street: _____ Telephone #: _____

City: _____ State: _____ Zip Code: _____

III. Contract Supplemental Information (Note: If information below is not applicable, fill blank with "N/A")

Title of Contract or Service Provided: _____

Total Contract Amount: _____ Max. Contract Amount per year: _____
(applicable only if contract is multi-year)

Fee or Retainer: _____ Fee or Retainer Payment Basis: _____
(per clinic, hour, day, month, quarter, year, etc.)

Beginning Date: _____ Ending Date: _____

Org.: _____ Activity: _____ Project: _____

Reporting Category: _____

Federal Grant: Yes ☐ No ☐ Stimulus Funds: Yes ☐ No ☐

Federal Grant Award #: _____ Federal Aid #: _____ CFDA #: _____

Occupation: _____

Specialty: _____

Program: _____

Total Personnel Services: _____ Total Travel/Subsistence: _____

Max. Hours Authorized per Month: _____ Assigned Travel Base: _____

Mileage/Meals Authorized:

None: ☐ Meals: _____ Mileage: _____ Lodging: _____

Statewide: ☐ Central Office: ☐ District (specify): _____

Hours (Daily or weekly, i.e., 8:00a-5:00p, 5 days per week): _____

If in a District(s), list all counties (List in decreasing order for amount of time spent in each county):

Certification/Licensure (Fill in certificate/license number, date of certification/licensure, and type of certification/licensure, as applicable. If a physician, state whether the contractor is board-certified in area of use by Department, non-board certified, or resident.):

Contractor's Experience/Degrees Earned (Fill in this blank if Contractor is an individual; use additional sheet if necessary):

Does Contractor currently receive Mississippi State Retirement System benefits? Yes ☐ No ☐

Will the Contractor be classified as an "Independent Contractor"? Yes ☐ No ☐

ATTACHMENT A: TERMS OF CONTRACT

I. Contracted Services: The Contractor agrees to provide _____

in accordance with the specifications set forth on the preceding page of this contract, titled "Contract Between Department and Contractor" and any other documents as set forth by the Department, and are hereby incorporated into and made a part of this contract. No oral statements of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. If other attachments or exhibits exist which are to be incorporated as part of this contract, the title of each document shall be listed here, as follows (use additional sheets, if necessary):

Attachment B – Conflicts of Interest

- II. Ability to Contract: The Contractor warrants that he/she/it is qualified to provide the services, whether personal or professional, as outlined in this contract. The Contractor agrees to conform to existing policies, rules, and regulations of the Department. The Contractor agrees to maintain throughout the contract period such licensing and/or certification as may be required by law for the provision of services specified herein, if applicable. The Contractor warrants that it is a validly organized business with valid authority to enter into this contract; that it is qualified to do business and in good standing in the State of Mississippi; that entry into and performance under this contract is not restricted or prohibited by any loan, security, financing, contractual or other contract of any kind; and, notwithstanding any other provision of this contract 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 contract.

Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) 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. Contractor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. 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.

- III. This section applies only to a Contractor which serves as a clinical or healthcare provider for the Department, as follows:

- A. The Contractor authorizes the Department to accept assignment and receive any amounts payable under Part B of Title XVII and Title XIX of the Social Security Act and/or any monies collected for service rendered by the Contractor under the terms of this contract, including but not limited to private insurance, third-party arrangements, or such other payment or reimbursement mechanisms as may be applicable or available. The Contractor agrees that the Department shall be the payor or financial reimbursement mechanism of last resort when other sources are mandated or are available.
- B. The Contractor agrees that no additional charges will be made to patients/clients to whom services are provided under the terms of this contract.
- C. The Contractor's payment records will be submitted to:
- D. The Department agrees to assure physician supervision as required by law for the services to be provided under the terms of this contract.

IV. This section applies only to a Contractor who is an individual and presently receives retirement benefits from the Mississippi Public Employees' Retirement System (PERS), as follows:

- A. The Contractor certifies that the forty-five day separation period required by PERS regulations has been met prior to the effective date of this contract.
- B. The Contractor is responsible for notifying PERS of re-employment and for submission of required documentation to PERS for review and concurrence of the Contractor's status as an independent contractor as required by PERS regulations.
- C. Contractor's date of retirement from state service: _____

V. Financial Records and Audits: The Contractor shall maintain such financial records and other records as may be prescribed by the Department or by applicable Federal and State laws, rules, and regulations. These may be kept according to the Contractor's usual method of recordkeeping, but must be sufficiently detailed to permit an accurate accounting of contract funds and program activities. The contract and the procurement of goods and services shall be governed by the applicable Mississippi statutes and the applicable provisions of the Mississippi Personal Service Contract Review Board Regulations (copies of which are available for inspection at their offices located at 210 East Capitol Street, Suite 800, Jackson, Mississippi). The Contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by the Department, 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.

VI. Records Retention: The Contractor agrees to submit to the Department quarterly program activity reports thirty (30) days subsequent to the closing of each quarter. The Contractor agrees to submit to the Department quarterly fiscal reports thirty (30) days subsequent to the closing of each quarter, or other applicable period as made a part of this contract and agreed to by both parties. The Contractor agrees to permit reasonable program review and evaluation by the Department; to provide access to any pertinent records; arrange meetings with appropriate personnel; permit inspection of the premises; and to cooperate in any other reasonable requests for fiscal and/or program information. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the State or any duly authorized representatives shall have unimpeded, immediate access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of this contract for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this contract shall be retained by the Contractor for three (3) years after final payment is made under this contract and all pending matters are closed. However, if any audit, litigation, or other action arising out of or related in any way to this contract is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

Where audits are required to be submitted to the Department before funding can be released, the audits must be submitted within the required timeframe and must be acceptable; if a Contractor fails to submit an audit in a timely manner, or if the audit is unacceptable, the Department reserves the right to cancel or suspend the contract at the Department's discretion.

VII. Reimbursement: The Department agrees to provide reimbursement for the contract period. For contracts that include the use of Federal funds, the Department agrees to provide reimbursement for the contract period in accordance with the requirements set forth in OMB Circular A-87. Such reimbursement will be made upon receipt of the necessary billing listing salaries, Social Security, retirement, and other items provided in this contract, including copies of payroll requisitions and invoice copies for materials, equipment, or supplies. Any final billings shall be submitted to the Department no later than thirty (30) days after the close of the contract. Failure to submit final billings within the stated timeframe for this contract may be grounds for the Department to reject such reimbursements. It is agreed by both parties that the following items will be made only when approved by both parties:

- A. reimbursement in excess of the amount budgeted for any item; or
- B. reimbursement of items not included in the budget; or
- C. the transfer of monies between items within the budget.

- VIII. A. It is agreed by both parties that no reimbursement will be made by the Department until this contract has been signed by the appropriate personnel of both parties and until a budget for expenditures pursuant to the contract has been approved by the Department. Therefore, a Contractor may not begin work or report for duty until then. Additionally, it is expressly understood and agreed that the obligation of the Department to proceed under this contract 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 State or the Department, the Department shall have the right, upon ten (10) working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost, or expenses to the State or the Department of any kind whatsoever, pursuant to the termination clause herein. When and if applicable, it is understood that the contract is void and no payment shall be made in the event that the Mississippi Personal Service Contract Review Board does not approve this contract.
- B. Pay mode: Payments by state agencies using the Statewide Automated Accounting System (SAAS), or any specific successor system (e.g., 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. Vendor invoices shall be submitted to the Mississippi State Department of Health using the processes and procedures identified by the State. Contractor understands and agrees that the State is exempt from the payment of taxes.
- C. E-Payment: Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi Law on the "Timely Payments for Purchases by Public Bodies" statute, Mississippi Code Annotated §31-7-301, et seq., which generally provides for payment of undisputed amounts by the agency within 45 days of receipt of invoice.
- IX. Representation Regarding Contingent Fees and Gratuities: The Contractor represents that it has not retained a person to solicit or secure a contract from the Department upon an agreement or understanding for a commission, percentage, brokerage, or contingency, except as was disclosed in the Contractor's bid or proposal, if the selection of the Contractor was done through a bidding or proposal process. The Contractor also represents that it has not violated, is not currently violating, or will not violate the prohibition against gratuities as set forth in §7-204 of the Mississippi Personal Service Contract Procurement Regulations (copies of which are available for inspection at their offices located at 210 East Capitol Street, Suite 800, Jackson, Mississippi).
- X. Salaries and Fringe Benefits: If the contract provides for the payment of salaries and/or fringe benefits (identified as a line item in the contract's budget and/or budget narrative), it is understood by both parties that fringe benefits may be spent only for bona fide retirement programs and employee insurance plans. Before any retirement and/or insurance program is initiated or financed with funds received pursuant to this contract, approval must be obtained from the Department. Insurance plans shall be limited to health, life, unemployment, and workers' compensation. Documentation must be available to the Department of all fringe benefit payments. This clause does not apply where the contract may be used for the payment of salaries and/or fringe benefits, but such were not specifically itemized as budgetary items in the contract.
- XI. This section applies only to contracts for which the Contractor shall serve solely on an Independent Contractor basis, as follows:
- The Contractor, at all times, shall be regarded as 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 Department, the Contractor, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any similar such relationship between the Department and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Department or the Contractor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of the Department and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implications, to be employees of the Department. Neither the Contractor nor its employees, under any circumstances, shall be considered servants or agents of the Department; and the Department shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Department shall not withhold from the contract payments to the Contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the Department shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Department for its employees. Furthermore, none of the work performed under this contract shall be subcontracted without prior approval of the Department. The Department, throughout the life of the contract, shall have the right of reasonable rejection and approval of staff of the Contractor or its Subcontractors assigned to the work by the

Contractor. If the Department reasonably rejects staff of the Contractor or its Subcontractors, the Contractor must provide replacement staff or Subcontractors satisfactory to the Department in a timely manner and at no additional cost to the Department. The day-to-day supervision and control of the Contractor's employees and Subcontractors are the sole responsibility of the Contractor.

XII. This section applies only to contracts that require approval from the Mississippi Personal Service Contract Review Board, as follows:

- A. Order to Stop Work: The Department 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 ninety (90) days after the order is delivered to the 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 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 Department shall either:
 - i. cancel the stop work order; or
 - ii. terminate the work covered by such order as provided in the termination 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 Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or the contract's price, or both, and the contract shall be modified in writing accordingly, if:
 - i. the stop work order results in an increase in the time required to, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - ii. the Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage provided that, if the Department 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.

XIII. The Contractor shall comply with, and all activities under this contract shall be subject to, all applicable Federal, State, and local laws, rules, and regulations, as now exist and as may be amended or modified, including, but not limited to:

- A. The Civil Rights Act of 1964, as amended.
- B. §504 of the Rehabilitation Act of 1973, as amended.
- C. Title IX of the Educational Amendments of 1972, as amended.
- D. The Age Discrimination Act of 1975, as amended.
- E. The Omnibus Budget Reconciliation Act of 1981, as amended.
- F. Americans with Disabilities Act of 1990 (ADA), as amended.
- G. The Drug-Free Workplace Act of 1988, as amended.
- H. Presidential Executive Order No. 12549, Certification Concerning Debarment and Suspension.
- I. The Pro-Children Act of 1994, Part B (Environmental Tobacco Smoke).

XIV. Certification Regarding Lobbying. The undersigned certify, to their best knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
 - D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by §1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- XV. Equal Opportunity: The Contractor understands that the Department is an equal opportunity employer and therefore maintains a policy that prohibits unlawful discrimination on the basis of race, color, creed, sex, age, national origin, physical or mental disability, 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 contract that it will strictly adhere to this policy in its employment practices and provision of services.
- XVI. Confidential Information
- A. Definition: “Confidential Information” shall mean:
 - i. those materials, documents, data, and other information which the Contractor has designated in writing as proprietary and confidential; and
 - ii. all data and information which the Contractor acquires as a result of its contact with and efforts on behalf of the Department, and any other information designated in writing as confidential by the Department or the State of Mississippi.

Each party to this contract agrees to protect all confidential information provided by one party to the other, to treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or Federal law, and, except as otherwise required by law, not to publish or disclose such information to any third party without the other party’s written permission, and to do so by using those methods and procedures normally used to protect the party’s own confidential information. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor or its Subcontractors shall rest with the Contractor. Disclosure of any confidential information by the Contractor or its Subcontractors without the express written approval of the Department shall result in the immediate termination of this contract.
 - B. Disclosure: In the event that either party to this contract 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 State law. This section shall survive the termination or completion of this contract. The parties agree that this section is subject to and superseded by Mississippi Code of 1972, Annotated, Section 25-61-I, et. seq. regarding public access to public records.
 - C. Exceptions: The Contractor and the Department shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“The Disclosing Party”) which:
 - i. is rightfully known to the Contractor prior to negotiations leading to this contract, other than information obtained in confidence under prior engagements;

- ii. is generally known or easily ascertainable to non-parties of ordinary skill in the business of the Contractor;
- iii. is released by the Disclosing Party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
- iv. is independently developed by the recipient without any reliance on confidential information;
- v. is, or later becomes, part of the public domain or may be lawfully obtained by the Department or the Contractor from any non-party; or
- vi. is disclosed with the Disclosing Party's prior written consent.

D. Contractor 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.

XVII. Non-Discrimination for HIV/AIDS: As a recipient of Federal funds, directly or indirectly through payments from the Department, the Contractor agrees that no person(s) who are otherwise qualified shall be denied employment, funds, education, or care in the program(s) funded in whole or in part by the Department on account of affliction with Acquired Immune Deficiency Syndrome (AIDS)-related conditions, or on the basis of their infection with the Human Immunodeficiency Virus (HIV). This non-discrimination agreement and policy shall likewise apply to those individuals or groups who may be perceived as having AIDS or the aforementioned AIDS-related conditions, or who are perceived as being infected with HIV.

XVIII. Termination:

A. Termination for Convenience:

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

B. Termination for Default:

- i. If the 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 otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Department may notify the 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 Department, the Department may terminate the 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 Department may procure similar supplies or services in a manner and upon terms deemed appropriate by the Department. The 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.
- ii. Notwithstanding termination of the contract and subject to any directions from the Department, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the contractor in which the State has an interest.
- iii. Payment for completed services delivered and accepted by the Department shall be at the contract price. The Department may withhold from amounts due the Contractor such sums as the Department deems to be necessary to protect the State and the Department against loss because of outstanding liens or claims of former lien holders and to reimburse the Department for the excess costs incurred in procuring similar goods and services.

- iv. Except with respect to defaults of Subcontractors, the Contractor shall not be in default by reasons of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the Department within fifteen (15) days after the cause of the delay and the failure arises out of cause 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; or freight embargoes. 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 Contractor shall not be deemed to be in default, unless the services to be furnished by the Subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the Department 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 terms of the excusable cause, the Contractor's progress and performance would have met the terms of contract, the delivery schedule shall be revised accordingly, subject to the rights of the Department under the clause entitled "Termination for Convenience." As used in this Paragraph of this clause, the term "Subcontractor" means Subcontractor at any tier.
- v. If, after notice of termination of the 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 this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the Department, be the same as if the notice of termination had been issued pursuant to such clause.
- vi. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

- XIX. Applicable Law: This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the state. The Contractor shall comply with applicable Federal, State, and local laws and regulations.
- XX. Ownership of Documents and Work Papers: The Department shall own all documents, files, reports, work papers, and working documentation, electronic or otherwise, created under this contract, except for the Contractor's internal administrative and quality assurance files and internal correspondence. The Contractor shall deliver such documents and work papers to the Department upon termination or completion of the contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from the Department and subject to any copyright protections. By entering into this contract, the Contractor conveys, sells, assigns, and transfers to the Department all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Mississippi that relate to the particular goods or services purchased or acquired by the Department under this contract.
- XXI. Attorneys' Fees and Expenses: Subject to other terms and conditions of this contract, in the event the Contractor defaults in any obligations under this contract, the Contractor shall pay to the Department all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the Department in enforcing this contract or otherwise reasonably related thereto. The Contractor agrees that under no circumstances shall the Department or the State of Mississippi be obligated to pay any attorneys' fees or costs of legal action to the Contractor. This clause shall not apply to any contracts entered into with another state agency, board, or commission.
- XXII. Modifications and Changes in Scope of Work: All modifications to the contract must be made in writing and signed by both parties to the contract. The Department 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 the Contractor that the scope of the contract or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Department and the Contractor. If the Contractor believes that any particular work is not within the scope of the contract, is a material change, or will otherwise require more compensation to the Contractor, the contractor must immediately notify the Department in writing of this belief. If the Department believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.
- XXIII. Failure to Deliver: In the event of failure of the Contractor to deliver goods or services in accordance with the contract terms and conditions, the Department, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Department may have.

- XXIV. 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 (the "Force Majeure Events"). When such a cause arises, the Contractor shall notify the Department 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 Department determines it to be in its best interest to terminate the contract.
- XXV. Indemnification: To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, the Department, members of the Mississippi State Board of Health, and its officers, employees, agents, and representatives 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 Contractor and/or its partners, principals, agents, employees and/or Subcontractors in the performance of or failure to perform this contract. In the State of Mississippi's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim or suit, the Contractor shall use legal counsel acceptable to the State of Mississippi and to the Department; the Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State of Mississippi and the Department shall be entitled to participate in said defense. The Contractor shall not settle any claim or suit, without the State of Mississippi and the Department's concurrence, which the State of Mississippi and the Department shall not unreasonably withhold.
- XXVI. No Limitation of Liability: Nothing in this Contract shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for the damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.
- XXVII. Recovery of Money: Whenever, under this contract, any sum of money shall be recoverable from or payable by the Contractor to the Department, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the Department. The rights of the Department are in addition and without prejudice to any other right the Department may have to claim the amount of any loss or damage suffered by the Department on account of the acts or omissions of the Contractor.
- XXVIII. Severability: If any part of this Contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the contract that can be given effect without the invalid or unenforceable provision and to this end, the provisions hereof are severable. In such event, the parties shall amend the contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
- XXIX. State Property: The Contractor will be responsible for the proper custody and care of any State-owned or State-leased property furnished for the Contractor's use in connection with the performance of this contract. The Contractor will reimburse the Department for any loss or damage, normal wear and tear excepted.
- XXX. Third Party Action Notification: The Contractor shall give the Department 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 contract.
- XXXI. Unsatisfactory Work: If, at any time during the contract term, the service performed or work done by the Contractor is considered by the Department to create a condition that threatens the health, safety, or welfare of the general public, the Department, its property, or its employees, or for whom the contracted services are to be rendered, the Contractor shall, on being notified by the Department, immediately correct the deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the Department shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.
- XXXII. Waiver: No delay or omission by either party to this contract 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 contract 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 contract will void, waive, or change any other term or condition. No waiver by one party to this contract of a default by the other party will imply, be construed as, or require waiver of future or other defaults. Failure by the Department 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 Department to enforce any provision at any time in accordance with its terms.

XXXIII. Anti-Assignment/Subcontracting: The Contractor acknowledges that it was selected by the Department to perform the services required hereunder based, in part, upon the Contractor's skills and expertise. The Contractor shall not assign, subcontract, or otherwise transfer this contract in whole or in part without the prior written consent of the Department, which the Department may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer by the Contractor of its obligations without such consent shall be null and void. No such approval by the Department of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the Department in addition to the total contractual price agreed upon in this contract. Subcontracts shall be subject to the terms and conditions of this contract and to any conditions of approval that the Department may deem necessary. Subject to the foregoing, this contract shall be binding upon the respective successors and assigns of the parties.

XXXIV. Integrated Agreement/Merger: This contract, including all contract documents, represents the entire and integrated contractual agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, irrespective of whether they were written or oral. This contract may be altered, amended, or modified only by a written document executed by the Department and the Contractor. The Contractor acknowledges that it has thoroughly read all contract documents and attachments 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 contract shall not be construed or interpreted in favor or against the State, the Department, or the Contractor on the basis of draftsmanship or preparation.

XXXV. Transparency: This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as 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), codified as 31-7-13 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this contract is required to be posted on the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the contract on the website, any 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.

XXXVI. Notices: All notices required or permitted to be given under this contract 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 as shown below:

For the Contractor:	Name: _____
	Title: _____
	Organization: _____
	Street Address: _____
	City, State, Zip: _____
For the Department:	Name: _____
	Title: _____
	Agency: _____
	Street Address: _____
	City, State, Zip: _____

XXXVII. Other terms of this contract are as follows:

XXXVIII. A. Official Signatures for the contract on behalf of the Department are as follows:

Program Director/Originator

Date

Office Director/District Health Officer/District Administrator, or Designee

Date

Director of Health Administration/Chief Administrative Officer

Date

B. Official Signatures for the contract on behalf of the Contractor are as follows:

Contractor's Signature and Title

Date

Contractor's Signature and Title (if applicable)

Date

ATTACHMENT B: CONFLICTS OF INTEREST

1. List the names of Members of the Board of Directors or other Governing Body:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. Are any Members of the Governing Body or Project Staff also MSDH employees?

Check one, only: ☐ YES ☐ NO

3. If Yes, please list the name of the MSDH employee(s) and the position held within the MSDH.

_____	_____
_____	_____
_____	_____
_____	_____

4. Are any Members of the Governing Body or Project Staff also Spouses, Parents, or Children of MSDH Employees?

Check one, only: ☐ YES ☐ NO

5. If Yes, List the Name and Relationship to the MSDH employee:

_____	_____
_____	_____
_____	_____
_____	_____

6. List all other current contracts with MSDH (include \$ amount and contract beginning & ending dates):

_____	_____
_____	_____

7. Contractor's Signature:

Signature

Date

ATTACHMENT C: ADDITIONAL CONTRACTUAL TERMS

(Use additional pages, as necessary)