INVITATION FOR BID

IFB: 10.26.2021.474 (RFX - 3160004613
TO PROVIDE: FOR THE PROCUREMENT OF NURSING SERVICES
ISSUE DATE: 9/20/2021

CLOSING LOCATON

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

IFB COORDINATOR

H.L. Lockhart/Purchasing Chief
Telephone: (601) 351-8056
Fax: (601) 351-8034
E-Mail: Lockhhl@msh.ms.gov

TECHNICAL CONTACT

Teresa A. Jones, RN, MSN, CNORE/Nurse Executive
Telephone: (601) 351-8114
E-Mail: Teresa.jones@msh.ms.gov

CLOSING DATE AND TIME

Bids must be received by 3:00 p.m. (CST) on October 26, 2021

MISSISSIPPI STATE HOSPITAL

WHITFIELD, MS 39193 (601) 351-8000 WWW.MSH.STATE.MS.US

OFFICE OF ADMINISTRATION
JAMES G. CHASTAIN, DIRECTOR

Mississippi State Hospital Invitation for Sealed Bids: For Nursing and CNA Services
BID FILE: 10.26.2021.474 RFX: 3160004613
SEPTEMBER 20, 2021
Section – I: Information For Bidders

1. In accordance with the rules and regulations of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review (OPSCR), Mississippi State Hospital (MSH) will receive sealed bids and award a contract for the Nursing and Certified Nursing Assistant (CNA) 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 Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at http:// www.dfa.ms.gov

2. **Sealed bids (2 each paper copies)** must be **received not later than 3:00 P.M., Tuesday, October 26, 2021,** at Mississippi State Hospital, by hand delivery at Building 93 Central Warehouse, or by mail delivery at P.O. Box 1, 3550 Hwy 468 West, Whitfield, Mississippi 39193. **Bidders must also submit a bid on line in the State of Mississippi electronic procurement system, Magic.** In order to submit an on line bid, bidders must be registered as a vendor in Magic and have an ID Number and Password assigned. Bidders can obtain help with registration and on line bidding by calling (601) 359-1343 or at www.dfa.ms.gov/mmrs.

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. **Final questions shall be submitted to the IFB Coordinator in writing and are due by 10/12/2021.**

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 1/20/2022, however it is understood that MSH reserves the right to change the start date if the needs of MSH require such a change.**

5. It is our intent to procure professional nursing and CNA services, for the Mississippi 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 Public Procurement Review Board Office of Personal Service Contract Review Regulations and therefore quantities of MSH service

requirements will be considered indefinite, no specific quantity of services are guaranteed. MSH shall order all nursing and CNA 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 seven (7) 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. Bidder shall utilize the procurement schedule provided in this document to submit pricing.

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) working 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 waiver minor informalities which do not affect the price, quantity, quality, delivery, or contractual conditions of the services being procured. MSH also reserves the right to cancel the solicitation in in whole or in part when it is determined to be in the best interest of MSH. 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 sixty (60) days, from the bid opening date, to accept.

20. **Award criteria.** Award will be a multiple award made based on the lowest and best bid price, by line item, MSH Division, and job title category, for the total number of vendors required for the MSH WMSH, JNH, and IPS Divisions, for LPNs, RNs and CNAs, for the number of vendors as shown in the

procurement schedule section. All Awards shall be based on the standard hourly rate for each bidder. MSH shall give preference to in state Vendors as allowed by Mississippi State Code 31-7-47. Factors to be considered in determining the best bid include: (1) Bid price for the standard hourly rate (2) Conformity to Specifications (3) Responsibility of Bidder (4) Responsiveness of Bidder. 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 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. **List references on EXHIBIT – A.**

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 **EXHIBIT – A.**

33. Bids (2 copies) 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 **(October 26, 2021),** and bid file number **(10.26.2021.474)** 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 **EXHIBIT - B**. The total contract shall consist of this invitation for bid, the proposed bid offer from vendor and the standard sample contract shown as **EXHIBIT – 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 **EXHIBIT – B**, and MSH will review requested exceptions and accept or reject exceptions at its sole discretion and as approved by the Mississippi Office of 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.

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 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. September 20, 2021: Bid is issued to newspaper
    B. September 22, 2021 & September 29, 2021: Bid ad is published in the newspaper
    C. October 12, 2021: Deadline for questions from vendors
    D. October 26, 2021: Bid is opened
    E. January 20, 2022: Projected contract start date

    NOTE: MSH reserves the right to amend and/or change the above schedule of events as it deems necessary.

41. Tie Bids. Low tie bids shall be awarded as specified in paragraph 3-202.14 of the State of Mississippi Office Of Personal Service Contract Review Procurement Regulations.

42. Mistakes in Bids. Mistakes in bids submitted shall be determined and resolved as specified in paragraph 3-202.12 of the State of Mississippi Office Of Personal Service Contract Review Procurement Regulations.

43. 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.

44. 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.

45. All vendors shall sign, complete and return the Certifications and Assurances Form, **EXHIBIT – C.**

46. 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.

47. 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 31-7-301 et seq. Please see **EXHIBIT – D** for applicable rules and the signature page which must be signed and returned with your bid.

48. 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.

49. 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 both. (c) 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.

50. 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. A new solicitation may then be issued to a new vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market utilizing emergency procurement procedures. 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.

51. 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.

52. 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.

53. **Order To Stop Work:** The Chief 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 Chief 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 Chief 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 if applicable.

54. 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 for federal law or outside the applicable freedom of information statutes, will be redacted.

55. 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.

56. 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 contact award. A post-award debriefing is a meeting and not a hearing; therefore legal representation is not required. A debriefing typically occurs within three (3) business days of receipt of the request. If 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 7-114.07 of the Mississippi Personal Service Contract Review Board Rules and Regulations.

57. Order of service utilization. The MSH IPS and WMSH Divisions shall utilize the services of the lowest bidder, for CNAs, LPNs and/or RNs and the MSH JNH Division shall utilize the services of the lowest bidder for CNAs, and LPNs, first when nursing services are required. The lowest bidder, for each nursing category, shall be considered the primary vendor. If the lowest overall bidder cannot meet the needs of the requesting MSH Division, then the designated MSH Officer shall proceed to the second lowest bidder, for the nursing category required, in an attempt to procure needed nursing services. The MSH Officer shall proceed in order of bids from lowest to highest until nursing needs are met for a qualified, competent worker who possesses the required knowledge and skills.

58. Recognized Holidays. MSH shall only pay holiday rates for the following major holidays: Christmas Day (December 25th), Thanksgiving Day (Fourth Thursday in November), and New Years Day (January 1st), Independence Day (July 4th). No other holidays will be paid at the vendor's holiday rate to include any additional days as may be declared by the Governor of Mississippi or the President of the United States of America.

59. It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

Section - II
Service Requirement Specifications

1. Purpose. The Mississippi State Hospital seeks to contract with **multiple** vendors for both LPNs and/or RNs, to provide professional temporary nursing services to the MSH IPS Division, MSH Jaquith Nursing Home Division and MSH Whitfield Medical Surgical Division. The MSH IPS Division, WMSH, and Jaquith Nursing Home Division also seek to contract with **multiple** vendors for Certified Nursing Assistants (CNA) to provide professional nursing assistant services to the MSH IPS, WMSH and Jaquith Nursing Home Divisions. (See **EXHIBIT – E** for CNA service requirements)

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 15 buildings on the MSH campus. The hospital has an average daily census of 400 patients. MSH also consists of Jaquith Nursing Home (JNH) which has an average daily census of 179 patients. All MSH Divisions are accredited by the Joint Commission. The operational divisions of MSH are acute care, nursing home, child and adolescent psychiatric, and adult psychiatric.

3. Scope. The services to be provided under the eventual contracts awarded from this IFB shall be provided for the MSH IPS Division, MSH Whitfield Medical Surgical Division, and MSH Jaquith Nursing Home Division.

4. Vendor Tasks & Requirements
   A. Successful vendor(s) shall provide professional temporary LPN and/or RN nursing services to the MSH Divisions as specified. Services shall be available for the days and times as specified for each MSH division and on an occasional basis to supplement staffing levels of the designated MSH Divisions. MSH complies with all federal and state licensure/certification regulations. All licensed nursing personnel, to include vendor personnel, shall work under the direction of the MSH Nurse Executive or an authorized representative to ensure proper completion of the tasks assigned under an eventual awarded contract. All nursing services shall be performed in a professional manner in accordance with accepted and recognized treatment practices. (ALL)
   B. Successful vendor(s) shall designate a contact person available twenty four (24) hours daily as needed for communication with MSH Divisions. Successful Vendors will be required to provide a pager number for 24 hour contact during contracted service periods. (ALL)
   C. Successful vendor(s) shall provide qualified LPNs, RNs and CNAs for assignment in MSH Divisions as shown in the procurement schedule. (AS SPECIFIED)
   D. Successful vendor(s) shall provide copy of current license, registration, or certification as applicable, for each vendor employee who is assigned to any MSH division. Licenses must be on file with the appropriate division prior to the vendor employees' assignment. Vendor shall be responsible for ensuring that any nurse assigned under this contract is properly licensed by the State of Mississippi. Vendor nurses shall be in good standing and have no restrictions on their nursing license by the Board of Nursing. (ALL)

E. Successful vendor(s) shall ensure each vendor employee has results of an annual TB test on file and also evidence of current CPR certification must be on file prior to assignment. (ALL)

F. Successful vendor(s) shall provide orientation for all vendor employees which shall include a competency checklist showing competence in oxygen administration, glucose monitoring, medication administration and facility information, etc., as required by MSH Divisions.(ALL) Vendor employees must attend building specific orientation, IPS-2 days/JNH-2 days/WMSH-2 days, prior to the beginning of first assigned shift and shall be at the expense of the vendor. (IPS, JNH & WMSH)

G. Successful vendor(s) shall ensure that each of its assigned vendor employees is identified by a name and photo ID badge worn by the employee at all times while on assignment at MSH. Vendor(s) shall also ensure that vendor employee is properly attired and adheres to the dress code of the MSH division to which they are assigned. (ALL)

H. Successful Vendor(s) shall understand that any personnel assigned to MSH, pursuant to this agreement shall, for all purposes, be considered employees of the Vendor only. The Vendor shall assume sole and exclusive responsibility for the payment of wages and benefits to nurses providing services under this agreement, maintaining workers' compensation and all other insurance required by this agreement, withholding federal taxes and state taxes, FICA, unemployment insurance, and all other employer's federal and state income taxes on behalf of its contract employees as required by all applicable laws. (ALL)

I. Successful vendor(s) shall ensure that vendor employees fully comply with the policies and procedures of the division to which they are assigned. Vendor employees will also be required to comply with applicable standards of practice, and all applicable regulations as now existing and as may be modified or amended. Vendor employees must also comply fully with Joint Commission standards. Successful vendor(s) shall demonstrate a capability to meet applicable regulations and bid requirements prior to being awarded a contract. (ALL)

J. Successful vendor(s) shall ensure that vendor employees assigned to the MSH IPS Division have at least one year of nursing experience, preferably in psychiatric nursing prior to being assigned to the MSH IPS Division. Nurses assigned to all MSH Divisions shall have no documented evidence of variations in clinical practice, must have demonstrated skill in care documentation in accordance with established nursing standards, must be flexible, and have good communication skills. RNs assigned to the MSH Whitfield Medical Surgical Hospital Division, JNH Division, and IPS Division must also have demonstrated expertise in delivery of direct patient care and supervision/direction of LPNs, Direct Care Staff and Mental Health technicians. Vendor employees assigned to the MSH Jaquith Nursing Home Division shall have a minimum of six (6) months of experience providing nursing services in a long term care environment. Vendor employees assigned to Whitfield Surgical Hospital shall have advanced Cardiac Life Support (ACLS) certification and at least one year medical surgical nursing experience prior to being assigned to WMSH. Any Vendor staff nurse failing to meet specified clinical requirements shall not be allowed to begin assigned shift and the event will be recorded as an event of vendor cancellation by all MSH Divisions. (AS SPECIFIED)

K. Successful vendor(s) shall allow the MSH IPS Division to schedule a vendor nurse for up to sixteen (16) weeks continuously, in advance, as needed during the contract term. The Whitfield Medical Surgical Division and Jaquith Nursing Home Division shall be able to schedule vendor nurses for up to one month continuously, in advance, as needed during the contract term. (AS SPECIFIED)

L. MSH IPS Division, JNH Division and WMSH Division shall reserve the right to cancel or change a request for nursing services upon a minimum of one (1) hour advance notice prior to the beginning of a scheduled shift. It shall be the responsibility of the Vendor to contact vendor nurses prior to the reporting time and communicating such change or cancellation. Successful Vendor shall be required to provide MSH with a minimum four (4) hour notice of cancellation prior to the beginning of a scheduled shift. MSH reserves the right to cancel a vendor nurse request and the basis of cancellation will include but not be limited to patient acuity and census regardless of vendor affiliation. Successful Vendor(s) have the understood responsibility to provide alternate staff with equivalent credentials/experience to MSH at the time of cancellation. In the event Vendor(s) cancellation of staff, without providing acceptable alternates in a timely manner, exceeds three (3) per rolling quarter, all MSH Divisions reserve the right to appoint the next ranked Vendor as primary Vendor for the next ninety (90) day period. The party requesting to cancel a request for service, within the established time frame, shall not be assessed any charges, fees or penalties as a result of canceling a request for nursing services. (ALL)

M. Bidders shall submit, with their bid package, a brief(short) written summary/explanation of its nursing delivery services and systems for reference purposes only.

N. Vendor nurses shall be required to return to the appropriate MSH Division within twenty four hours to correct any problem arising from a previous shift and any payment due for services rendered shall be withheld until problem is resolved to the satisfaction of MSH. To allow for expedient completion of medical record deficiencies, Vendor shall establish a policy and procedures to notify the designated MSH Nursing Director/Administrator in writing (e-mail is acceptable) when Vendor staff, assigned to MSH, are no longer employed by the Vendor. (ALL)

O. MSH shall only pay vendor nurses for hours actually worked during a shift. Vendor nurses shall work a full eight (8) hour shift as scheduled unless they are relieved of their obligation to complete the shift by the designated MSH representative and in which case the vendor nurse shall be paid for the actual hours worked without additional fees or penalties to MSH. (ALL)

P. Successful vendor(s) shall provide the required number of qualified nurses during the shifts required, seven days per week as needed, weekends as needed, and during holidays as needed. Frequent failure to comply with this requirement, despite status as the low bid provider, shall be grounds for termination of contract and/or utilization of an alternate contract vendor as determined necessary solely by MSH. MSH Divisions will always attempt to use the low bidder first for all requests, however, for urgent requests if the low bidder does not respond in a timely manner, MSH Divisions reserve the right to proceed to the next low bidder to obtain needed nursing services. (ALL)

Q. Vendor shall screen all vendor personnel before making assignment, to MSH, in order to determine the qualifications and competence of vendor employees. Vendor shall ensure that assigned vendor employees are free of clinically apparent communicable diseases. Vendor shall ensure that vendor employees have no previous criminal convictions for abuse, mistreatment or neglect of others. (ALL)

R. If, in the professional judgment of the MSH Nurse Executive, Nurse Supervisor or Charge Nurse, a vendor nursing employee referred by the Vendor is deemed to be incompetent (does not possess the required knowledge and skills), negligent, or has engaged in misconduct, MSH may require the vendor employee not to be placed or to leave the MSH facility site

immediately, if already in place. MSH shall inform the Vendor of this action immediately following action. MSH shall only be obligated to pay vendor for actual hours worked by released vendor nurse. (ALL)

S. Overtime shall be defined as those hours worked in excess of forty (40) hours in a one week pay period. For all vendor nursing personnel who work over forty (40) hours in a one week pay period, MSH may be billed at the vendor's bid overtime rate. If the vendor's pay period differs from MSH's pay period, the Vendor agrees to be responsible for monitoring vendor nurses hours and shall agree to schedules which will limit the amount of overtime worked in the Vendor's defined pay period. The Vendor agrees to inform MSH that an overtime situation may occur, before the two parties agree to place a specific nurse at MSH. (ALL)

T. Successful Vendor(s) shall contact MSH Divisions at least four (4) hours before the start of a scheduled shift in the event that Vendor's employee will not be reporting as scheduled or if the Vendor was unable to fill a request. Vendor shall establish a communication system with designated MSH Nursing Management staff to communicate what steps have been taken to problem solve unfilled shifts due to Vendor staff calling in or not arriving as scheduled. (ALL)

U. Successful Vendor(s) shall maintain a current listing of all nurses designated by MSH as "Do Not Return". MSH nurses discharged from any MSH division for any reason shall not be eligible for placement at MSH in any vendor nursing position. MSH reserves the sole right to grant a placement exception as approved by MSH Nursing Executive. Any attempt, by the Vendor, to place an ineligible nurse will be considered a violation of contract. (ALL)

V. MSH may, at its sole discretion, require Vendor staff to successfully complete the MSH remedial medication safety course as a condition of continued service. Any costs associated with the course, for the Vendor's staff, will be the responsibility of the Vendor.

W. Vendor performance and/or practice deficits noted with Vendor staff shall be documented and forwarded to the Vendor and MSH Nurse Executive. Recurrent instances of substandard clinical performance may, at MSH's sole discretion, result in probationary status for the Vendor. Vendors in probationary status must submit a corrective action plan to MSH outlining steps to taken to correct deficits, within thirty (30) days of written notification. MSH reserves the right to suspend all activity with any Vendor in probationary status.

X. Successful Vendors shall ensure that any nurse assigned to any division of MSH is not also being assigned to work in a MSH division for another Vendor at any time during the contract period .

5. Reporting Requirements. Vendor(s) shall be required to submit monthly reports detailing the total number of requests for nurses and CNAs, made by each MSH/JNH Division and provided by vendor(s). All reports shall be made to the MSH Nurse Executive and shall be signed by an authorized representative of the vendor(s).

6. Place of Performance. Vendor employees assigned to work under this contract shall perform all services at the MSH campus.

7. Period of Performance. Vendor(s) shall provide required services for a period of three (3) years beginning approximately January 20, 2022 and ending January 20, 2025.

Section – III
Procurement Schedule – MSH Bid File: 10.26.2021.474 RFX:3160004613
Nursing and Certified Nursing Assistant Services

Line No.	Qty	Description	Bid Price($)
1.	Open – As Needed	Successful Vendor(s) shall provide professional temporary RN and LPN nursing services to the **MSH Inpatient Services Division**, composed of seven (7) buildings with a current (at the time of this IFB) average daily census of 148 patients. The MSH IPS Division is part of Mississippi State Hospital, located at 3550 Hwy 468 West, Whitfield MS 39193. Patients range in ages from child/adolescent to geriatric. Services will be required primarily for the B & C shifts, however, services shall be available on the A shift as needed on an emergency basis. Successful nursing agencies **(4 each)** shall provide nursing coverage on an occasional basis to supplement staffing levels in the MSH IPS division. MSH complies with all federal, state and local licensure/certification regulations. The MSH IPS Division is administered by qualified directors assigned to each unit within the division. All licensed nursing personnel are directed by a licensed nurse administrator. All operations are overseen by the MSH Director and the Mississippi Department of Mental Health. Shifts: A(7a.m.-3:30p.m.) B(3:00p.m.-11:30p.m.) C(11:00p.m.-7:30a.m.)	$_____ Standard Hourly Rate – LPN $_____ Overtime Hourly Rate – LPN $_____ Holiday Hourly Rate – LPN $_____ Standard Hourly Rate – RN $_____ Overtime Hourly Rate – RN $_____ Holiday Hourly Rate - RN

Line No.	Qty	Description	Bid Price($)
2.	Open – As Needed	Successful Vendor(s) shall provide professional temporary RN and LPN nursing services to the **MSH Inpatient Services Division Receiving Units**, composed of two (2) buildings which include 4 wards, with an average daily census of 62 patients. The male receiving unit has 1 building and 2 wards and the female receiving unit has 1 building and 2 wards. The MSH IPS receiving units are part of Mississippi State Hospital, located at 3550 Hwy 468 West, Whitfield MS 39193. Patient ages range from 18 years to geriatric. Services will be required primarily for the B & C shift. Successful nursing agencies **(4 each)** shall provide nursing coverage on an occasional basis to supplement staffing levels in the MSH IPS receiving units. MSH complies with all federal, state and local licensure/certification regulations. The MSH IPS Receiving units are administered by a qualified director assigned to each IPS Receiving unit. All licensed nursing personnel are directed by a licensed nurse administrator. All operations are overseen by the MSH Director and the Mississippi Department of Mental Health. Shifts: A(7a.m.-3:30p.m) B(3:00p.m.-11:30p.m.) C(11:00p.m.-7:30a.m.)	$_____ Standard Hourly Rate – RN $_____ Overtime Hourly Rate – RN $_____ Holiday Hourly Rate - RN

Line No.	Qty	Description	Bid Prices ($)
3.	Open – As Needed	Successful Vendor(s) shall provide professional temporary RN and LPN nursing services to the **MSH Jaquith Nursing Home Division**, which has five (5) buildings and an average daily patient census of 179 patients. Services shall be required primarily for the B & C shift, however, during emergencies services may be required on the A shift. Successful nursing agencies **(4 each)** shall provide coverage on an occasional basis to supplement staffing levels at JNH. JNH is composed of five separately licensed inns located in five (5) buildings on the grounds of Mississippi State Hospital. JNH complies with all federal, state and local licensure/certification regulations and is Joint Commission accredited. The minimum number of nursing staff required by the state licensing authority for the B & C shifts is one licensed nurse per building. The MSH JNH Nursing Home Division is administered by qualified administrators assigned to each nursing home unit. All licensed nursing personnel are directed by a licensed nursing director. All operations are overseen by the MSH Director and the Mississippi Department of Mental Health. Shifts: A(7:00a.m.-3:30p.m.) B(3:00p.m.-11:30p.m.) C(11:00p.m.-7:30a.m.)	$_____ Standard Hourly Rate – LPN $_____ Overtime Hourly Rate – LPN $_____ Holiday Hourly Rate – LPN $_____ Standard Hourly Rate – RN $_____ Overtime Hourly Rate – RN $_____ Holiday Hourly Rate - RN

Line No.	Qty	Description	Bid Prices ($)
4.	Open – As Needed	Successful Vendor(s) shall provide professional temporary RN and LPN services to the **MSH Whitfield Medical Surgical Division**, which has an average daily patient census of 7 patients. Services shall be required for the A, B & C shifts. Successful nursing agencies **(4 each)** shall provide nursing coverage on an occasional basis to supplement staffing levels at WMSH. WMSH provides acute inpatient care to MSH patients, as well as those from six other regional health care facilities operated by the Mississippi Department of Mental Health. Services provided also include medical laboratory, x-ray, and out-patient care. WMSH complies with all federal, state, and local licensure/certification regulations and is Joint Commission accredited. The minimum number of nursing staff required by the state licensing authority for the medical/surgical unit is 3 each. WMSH is administered by a qualified director and licensed nursing staff are directed by a nursing director. All operations are overseen by the MSH Director and the Mississippi Department of Mental Health. Shifts: A(7a.m.-3:30p.m.) B(3:30p.m.-11:30p.m.) C(11:00p.m.-7:30a.m.)	$_____ Standard Hourly Rate – LPN $_____ Overtime Hourly Rate – LPN $_____ Holiday Hourly Rate – LPN $_____ Standard Hourly Rate – RN $_____ Overtime Hourly Rate – RN $_____ Holiday Hourly Rate - RN

Line No.		Qty	Description	Bid Price($)
5.		Open – As Needed	Successful Vendor(s) shall provide professional temporary certified nursing assistant (CNA) services to the **MSH Inpatient Services Division**, composed of seven (7) buildings with a current (at the time of this IFB) average daily census of 148 patients. The MSH IPS Division is part of Mississippi State Hospital, located at 3550 Hwy 468 West, Whitfield MS 39193. Patients range in ages from child/adolescent to geriatric. Services will be required for the A, B & C shifts. Successful nursing/healthcare agencies **(4 each)** shall provide certified nursing assistant coverage on an occasional basis to supplement staffing levels in the MSH IPS division. MSH complies with all federal, state and local licensure/certification regulations. The MSH IPS Division is administered by qualified directors assigned to each unit within the division. All licensed nursing personnel are directed by a licensed nurse administrator. All operations are overseen by the MSH Director and the Mississippi Department of Mental Health. Shifts: A(7a.m.-3:30p.m.) B(3:00p.m.-11:30p.m.) C(11:00p.m.-7:30a.m.)	$_____ Standard Hourly Rate – CNA $_____ Overtime Hourly Rate – CNA $_____ Holiday Hourly Rate - CNA

Line No.	Qty	Description	Bid Prices ($)
6.	Open – As Needed	Successful Vendor(s) shall provide professional temporary certified nursing assistant (CNA) services to the **MSH Jaquith Nursing Home Division**, which has five (5) buildings and an average daily patient census of 179 patients. Services shall be required for the A, B & C shifts. Successful nursing/healthcare agencies **(4 each)** shall provide coverage on an occasional basis to supplement staffing levels at JNH. JNH is composed of five separately licensed inns located in seven (7) buildings on the grounds of Mississippi State Hospital. JNH complies with all federal, state and local licensure/certification regulations and is Joint Commission accredited. The MSH JNH Nursing Home Division is administered by qualified administrators assigned to each nursing home unit. All licensed nursing personnel are directed by a licensed nursing director. All operations are overseen by the MSH Director and the Mississippi Department of Mental Health. Shifts: A(7:00a.m.-3:30p.m.) B(3:00p.m.-11:30p.m.) C(11:00p.m.-7:30a.m.)	$_____ Standard Hourly Rate – CNA $_____ Overtime Hourly Rate – CNA $_____ Holiday Hourly Rate - CNA

Line No.	Qty	Description	Bid Prices ($)
7.	Open – As Needed	Successful Vendor(s) shall provide professional temporary certified nursing assistant(CNA) services to the **MSH Whitfield Medical Surgical Division**, a licensed acute care facility which has an average daily patient census of 7 patients. Services shall be required for the A, B & C shifts. Successful nursing agencies (**4 Each**) shall provide CNA coverage on an occasional basis to supplement staffing levels at WMSH. WMSH provides acute inpatient care to MSH patients, as well as those from six other regional health care facilities operated by the Mississippi Department of Mental Health. Services provided also include medical laboratory, x-ray, and out-patient care. WMSH complies with all federal, state, and local licensure/certification regulations and is Joint Commission accredited. The minimum number of nursing staff required by the state licensing authority for the medical/surgical unit is 3 each. WMSH is administered by a qualified director and licensed nursing staff are directed by a nursing director. All operations are overseen by the MSH Director and the Mississippi Department of Mental Health. Shifts: A(7a.m.-3:30p.m.) B(3:30p.m.-11:30p.m.) C(11:00p.m.-7:30a.m.)	$_____ Standard Hourly Rate – CNA $_____ Overtime Hourly Rate – CNA $_____ Holiday Hourly Rate – CNA

ASSIGNMENT BREAKDOWN RN & LPN

DIVISON	LPN	RN	A SHIFT	B SHIFT	C SHIFT
IPS	Yes	Yes	Emergency Only	Yes	Yes
IPS Receiving Units	Yes	Yes	Emergency Only	Yes	Yes
JNH	Yes	Yes	Emergency Only	Yes	Yes
WMSH	Yes	Yes	Yes	Yes	Yes

ASSIGNMENT BREAKDOWN CNA

DIVISION	CNA	A SHIFT	B SHIFT	C SHIFT
IPS	Yes	Yes	Yes	Yes
JNH	Yes	Yes	Yes	Yes
WMSH	Yes	Yes	Yes	Yes

ESTIMATED THREE (3) YEAR SERVICE (HOURS): THESE ARE PROJECTIONS AND SUBJECT TO CHANGE

DIVISION	LPN	RN	CNA
IPS	35565	35565	87654
IPS RECEIVING	NA (Included in IPS)	25335	Included in IPS
JNH	126720	126720	126720
WMSH	25344	25344	25344

NOTE: BIDDERS SHALL NOT ENTER ANY OTHER HOURLY PRICING RATES OTHER THAN THOSE ALREADY REQUESTED ABOVE AND WILL UNDERSTAND THAT DOING SO WILL BE CAUSE FOR REJECTION OF BID.

ESTIMATED THREE (3) YEAR OVERTIME & HOLIDAY SERVICE HOURS: SUBJECT TO CHANGE

DIVISION	RN HOLIDAY	RN OVERTIME	LPN HOLIDAY	LPN OVERTIME	CNA HOLIDAY	CNA OVERTIME
JNH	1940	17460	1940	17460	3750	33750
IPS	16	130	16	130	36	329
IPS RECEIVING	8	40	SEE IPS	SEE IPS	SEE IPS	SEE IPS
WMSH	8	18	8	18	8	18

SERVICE HOURS LISTED ABOVE ARE ESTIMATES AND ARE SUBJECT TO CHANGE

BIDS WILL BE OPENED: 3:00 P.M. Tuesday, October 26, 2021 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

H.L. Lockhart
Purchasing Chief

REFERENCE PAGE – EXHIBIT: 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

EXHIBIT – 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 _____. The contract may be renewed for one additional year based on the needs of the hospital, availability of funds, approval by the Board of Mental Health, and approval by the Mississippi Public Procurement Review Board.

4. COMPENSATION

Hospital agrees to compensate Independent Contractor at a rate for services described in Attachment A. The total contract amount will not exceed $_____.

5. 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.

6. 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.

7. 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 altercation 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.

8. REPRESENTATION REGARDING CONTINGENT FEES

The Independent 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 the contractor's bid or proposal.

9. 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 Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

10. PROCUREMENT REGULATIONS

The contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which

is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at http://www.DFA.ms.gov.

11. 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.

12. 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.

13. 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)."

14. 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."

15. 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.

16. 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.

17. 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.

18. E-PAYMENT

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq.

19. 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. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Independent Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject 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;

(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 to do business in the State.

20. 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.

21. STOP WORK ORDER

(1) Order to Stop Work: The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize

the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:

(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 cost 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 Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(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.

22. 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 Independent Contractor's choice. The State may, at its sole discretion, require Independent 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.

23. APPROVAL

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

24. AUTHORITY TO CONTRACT

Independent 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.

25. 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 Independent Contractor that the scope of the project or of Independent Contractor's services has been changed, requiring changes to the amount of compensation to Independent 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 Independent Contractor. If Independent 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 Independent Contractor, Independent 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, Independent Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

26. INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL

Any disclosure of those materials, documents, data, and other information which Independent 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 Independent Contractor or its subcontractor shall rest with Independent Contractor. Disclosure of any confidential information by Independent Contractor or its subcontractor without the express written approval of the Hospital shall result in the immediate termination of this agreement.

27. 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 Independent Contractor for disclosure of information required by court order or required by law.

28. 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 Independent Contractor. If the Hospital reasonably rejects staff or subcontractors, Independent 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 Independent Contractor's employees and subcontractors is the sole responsibility of Independent Contractor.

29. DEBARMENT AND SUSPENSION

Independent 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.

30. 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.*

31. EXCEPTIONS TO CONFIDENTIAL INFORMATION

Independent 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.

32. FAILURE TO DELIVER

In the event of failure of Independent 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 Independent 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.

33. 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.

34. 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.

35. INDEMNIFICATION

To the fullest extent allowed by law, Independent 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 Independent 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 upon the approval of the Office of the Mississippi Attorney General, Independent Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Independent Contractor defends said claim, suit, etc., Independent Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Independent 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. Independent Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not unreasonably withheld.

36. INDEPENDENT CONTRACTOR STATUS

Independent 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, Independent 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 Independent Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Independent Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Independent Contractor. Independent Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Independent 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 Independent Contractor, its servants, agents, or employees. The Hospital shall not withhold from the contract payments to Independent Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Independent Contractor. Further, the Hospital shall not provide to Independent Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

37. 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.

38. NO LIMITATION OF LIABILITY

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

39. 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 Independent Contractor and agreed to by the other party in the contract.

40. RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by Independent 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 Independent 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 Independent Contractor.

41. STATE PROPERTY

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

42. THIRD PARTY ACTION NOTIFICATION

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

43. UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by Independent 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, Independent Contractor shall, on being notified by the Hospital, immediately correct such deficient service or work. In the event Independent 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 Independent Contractor.

44. WAIVER

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

45. 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 Independent Contractor: *Name:*_____ *Title:* _____

Address: _____

For the Hospital: *Name:* _____ *Title:*_____

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

46. 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 Independent Contractor. Independent 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 Independent Contractor on the basis of draftsmanship or preparation hereof.

James G. Chastain Director Mississippi State Hospital	Date
Independent Contractor	Date

EXHIBIT - 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, offeror 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 Public Procurement Review Board Office of Personal Service Contract Review 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 form submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.

_____

Signature of Bidder

_____

Title

_____

Date

EXHIBIT - D

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

Vendor Name ("Vendor"): _____

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

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

Vendor agrees to one of the following:

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

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

_____
Signature

_____
Printed Name

_____
Title

_____
Date

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

I. General Purpose.

A. The Mississippi Department of Finance and Administration (DFA) serves as the primary executive branch agency for fiscal management. Under §7-7-41, the State Fiscal Officer has the authority to prescribe rules and regulations concerning the issuance of warrants and other forms of payments for all departments, institutions and agencies of the state. This rule, unless otherwise noted, is to set as the standard that vendors of the State of Mississippi shall be paid electronically and shall be provided the supporting remittance detail by electronic means.

B. This rule is a means for reducing the costs to produce paper warrants and remittance advices. The State has documented significant savings in the move to electronic payment and remittance. The State avoids the costs associated with printing, sorting, distributing, copying, and mailing warrants. Additionally, the State has determined that there are reduced opportunities for fraud and lost payments under this means of payment and remittance.

C. Vendors benefit by receiving notification of pending deposits of funds and have options for interfacing the remittance data from the State into their accounts receivable systems.

II. Definitions.

A. ACH: Automated Clearing House. Affiliated with the U. S. Treasury and the Federal Reserve System and used as the conduit for electronic payments and collections.

B. EFT: Electronic Funds Transfer. Electronic Funds Transfer (EFT) provides for electronic payments and collections. EFT is safe, secure, efficient, and less expensive than paper check payments and collections. Issuance costs for EFT payments are approximately 80% less than the cost to issue the same payment on a paper warrant. EFT transactions use the ACH network associated with the Federal Reserve System.

1. The State of Mississippi uses "standard EFT" for transferring funds to employee bank accounts for direct deposit of payroll payments and for some transfers to checking accounts of State agencies.

2. The State uses expanded EFT in the transfer of funds and remittance information using PayMode™. The State has established PayMode™ as the default payment method for those payments and transfers requiring supporting remittance information.

C. E-payment vehicle: Tool that captures the payment and remittance information and pushes it electronically to the designated vendor from the source system (MAGIC). The ACH is used to move the funds while a proprietary system is used to provide access to supporting remittance data and notification of the availability of funds to the State's vendors.

D. Existing Agreements: Individual agreements in place for the acceptance of electronic payments prior to the implementation of this policy.

E. PayMode™: A Bank of America product, PayMode™ is the State's present e-payment vehicle.

F. MAGIC: Mississippi Accountability System for Government Information and Collaboration, the successor system for SAAS and SPAHRS.

G. Vendor payments: Payments initiated and approved by State Agencies for various goods and services or as used to transfer funds to other governing authorities such as school districts, cities, and counties.

III. Requirements for Transitioning to E-payment Vehicle

A. All existing vendors presently set up for payment through standard EFT, unless otherwise approved as an exemption, must be enrolled in PayMode™ .

B. All vendors established as new vendors in the State Magic System must be established for e-payment and remittance via PayMode™.

C. All remaining MAGIC vendors, unless specifically exempted, must convert to PayMode™ on the schedule determined by DFA.

D. To register for PayMode™, vendors should go to the Bank of America's ™ enrollment website at http://www.bankofamerica.com/paymode/ms.

1. Vendor must have a valid email address in order to enroll with PayMode™.
   This email address can be obtained through one of the free email services such as Yahoo or Hotmail.

2. Vendor must have access to a computer. As computers are generally accessible in all businesses as well as in Public Libraries or other public forums, no exemption will be granted for having only limited or no access to a computer.

3. Vendor may request assistance in enrolling with the State's e-payment service provider by contacting mash@dfa.state.ms.us or by calling MASH at (601)
   359-1343.

IV. Requirements for Transitioning to E-invoicing

A. All vendors who contract with a state agency must agree to invoice the State electronically through PayMode.

B. To register for PayMode E-invoicing, vendors must first register with PayMode for E-payment.

C. Vendors must then complete additional information on the PayMode website to enroll in E-invoicing.

D. Vendors may request assistance in enrolling in PayMode E-invoicing by contacting PayMode Customer Support at 1-866-252-7366.

V. Exemptions

A. The following are exempt from this rule:

1. State employees as defined in §25-9-107;

2. Contract workers – note that Independent Contractors are **not** exempt from this rule;

3. Vendors specifically approved for "one of" payments using the

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

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

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

C. Application must detail the following:

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

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

EXHIBIT - E

(CNA SERVICE REQUIREMENTS)

The Contractor will perform the following services upon request of the Agency in fulfillment of the purposes of this contract.

1. The Contractor will coordinate all communications with the Agency through a contact person from Jaquith Nursing Home or MSH IPS Division at Mississippi State Hospital as required.

2. The Contractor will provide a temporary worker or workers as requested by the Agency. Professional nursing services are to be provided in one category: Certified Nursing Assistants (CNAs).

Certified Nursing Assistant:

Nursing personnel must have the following:

- High School diploma or GED
- Valid CNA certification certificate with the State of Mississippi (in good standing)
- Six (6) months experience as a CNA in a health care setting
- Ability to participate in activities with residents
- Ability to assists residents in all areas of physical care and hygiene
- Ability to perform housekeeping duties
- Ability to write non-technical reports and participate in training sessions, including computer skills for same
- Ability to stand for long periods of time and perform physically demanding task to include lifting or repositioning patients
- Other CNA skills, as required

3. The Contractor shall, with respect to all CNA personnel provided to the Agency:

   a. Assign a Contractor account representative to work directly with the Agency Representative:

   b. Designate a contact person available twenty-four hours (24) hours daily for communication with the Agency, if required;

   c. Provide a copy of current certification as applicable, for each CNA personnel assigned to the Agency prior to or upon clocking in for a scheduled shift;

   d. Ensure that each CNA has an annual TB test results on file and evidence of current CPR certification prior to assignment:

   e. Provide orientation for all CNA personnel prior to first assignment to include a competency checklist in vital sign measurement, patient safety, bedside glucose monitoring, skin care

(maintaining skin integrity), HIPPA compliance, and agency facility information, as required by the Agency:

f. Arrange for CNA personnel to attend agency-specific orientation, IPS- 2 days/JNH – 1 day/WMSH – 2 days, prior to beginning first assignment, if requested by the Agency (in which case, proof of certification must be provided prior to orientation);

g. Ensure CNA personnel comply with the policies and procedures of the Agency to which they are assigned, the applicable standards of care, Joint Commission standards and all applicable regulations as now existing or may be modified;

h. Provide the required number of qualified CNA personnel during the shifts required, seven (7) days a week, including weekends and holidays as needed;

i. Administer and maintain all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by state, federal and local laws such as social security and withholding taxes;

j. Make all unemployment compensation contributions as required by federal and state laws and process claims as required;

k. Maintain a pool of personnel sufficient to meet the Agency's needs within twenty-four (24) hours;

l. Ensure CNA personnel understands work commitments and reports to work at the time and place specified by the Agency;

m. Replace at no additional expense to the Agency, any CNA personnel not performing satisfactorily within two (2) hours;

n. Abide by all ordinances and laws pertaining to the Agency's operation and secure all required licenses and permits;

o. Accurately describe the job duties required to CNA personnel; and,

p. Perform all services provided in the contract in accordance with customary and reasonable industry standars.

4. The Contractor shall provide also:

a. Provide information required for the Agency to perform a criminal background check or drug screening of CNA personnel, if requested;

b. Alternatively, the Contractor shell, for an additional negotiated fee, perform the check or screening and verify the results to the Agency; and,

c. Arrange for the Agency to interview all potential CNA candidates, at the contractor's expense, for a period of up to one (1) hour.