



MISSISSIPPI STATE DEPARTMENT OF HEALTH

Bureau of Public Water Supply

SOLICITATION: Invitation for Bid (IFB)

SOLICITATION NUMBER: RFx # 3160006490

DESCRIPTION: Technical Assistance to Public Water Systems for the Completion of their Service Line Inventory

ISSUE DATE: **Friday, March 1, 2024**

BID COORDINATOR: Jennifer Dotson
570 E. Woodrow Wilson Ave.
Jackson, MS 39216-4538
Telephone: 601.576.7627
Email: jennifer.dotson@msdh.ms.gov

BID DUE DATE AND TIME: **Tuesday, April 2, 2024**
10:00 AM CT

OPENING DATE AND TIME: **Tuesday, April 2, 2024**
10:30 AM CT

GENERAL INSTRUCTIONS

Section 1 –Purpose

The Safe Drinking Water Act’s (SDWA) new Lead and Copper Rule Revisions (LCRR) is requiring that all community and non-transient, non-community public water supplies develop a service line inventory for all individual service connections that the system uses to provide water to its customers. These inventories will be used to identify service lines that can be classified at a minimum as lead, non-lead, galvanized needing replacement, galvanized or unknown.

The Mississippi State Department of Health, Bureau of Public Water Supply (hereinafter “MSDH”, “Agency”) has issued this solicitation for sealed bids from qualified providers to provide technical assistance and reporting services for the purposes of assisting the state’s public water systems in the generation of the individual inventories required under the LCRR.

Explanation of Need

The lead and copper rule revisions require community and non-transient, non-community water systems to submit a service line inventory (SLI) to MSDH. Each water system must submit the data for every service connection. Systems of all sizes will have to identify all their individual service connections and the type of material that they include.

In Mississippi, approximately 1,091 water systems will be required to submit an initial SLI to MSDH. *The statutory deadline for the completion of these inventories is October 16, 2024.*

Section 2 – Timeline

Invitation for Bid (IFB) Issued:	Friday, March 1, 2024
Second Ad:	Friday, March 8, 2024
Questions and Requests for Clarification:	Wednesday, March 13, 2024
Anticipated Posting of Written Answers to Questions	Friday, March 22, 2024
Sealed Bid Package Submission:	Tuesday, April 2, 2024, 10:00 AM CT
Bid Opening:	Tuesday, April 2, 2024, 10:30 AM CT
Anticipated Posting of Notice of Intent to Award	Friday, April 5, 2024

Note: MSDH reserves the right to adjust this timeline as it deems necessary. MSDH may post Answers to Questions or the Notice of Intent to Award on dates other than those stated above without amendment of the solicitation. MSDH may also change the dates of the initial contract term without amendment to the solicitation.

Section 3 – Contact and Questions/Requests for Clarification

3.1 Bidders must carefully review this solicitation, the contract, risk management provisions, and all attachments for defects, questionable, or objectionable material. Following review, vendors may have questions to clarify or interpret the IFB to submit the best bid possible. To accommodate the questions

and requests for clarifications, vendors shall submit any such question via email by the deadline reflected in Section 2. All questions and requests for clarifications must be directed by email to:

Jennifer Dotson, Bid Coordinator
E-mail: jennifer.dotson@msdh.ms.gov

3.2 Vendors should enter “**IFB RFx # 3160006490 - Questions**” as the subject for the email. Question submittals must include a reference to the applicable IFB section and be submitted in the format shown below:

	IFB Section, Page Number	Vendor Question/Request for Clarification
1.		

3.3 Official responses will be provided only for questions submitted as described above and only to clarify information already included in the IFB. The identity of the organization submitting the question(s) will not be revealed. All questions and answers will be published on the Mississippi Contract/Procurement Opportunity Search Portal website and the Agency's website as an amendment to the IFB by the date and time reflected in Section 2.

3.4 The Agency will not be bound by any verbal or written information that is not contained within this IFB unless formally noticed and issued by the bid coordinator as an IFB amendment. Bidders are cautioned that any statements made by Agency personnel that materially change any portion of the bid shall not be relied upon unless subsequently ratified by a formal written amendment to the bid.

3.5 All vendor communications regarding this IFB must be directed to the Bid Coordinator. Unauthorized contact, regarding the IFB, with other employees of the Agency may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the State.

3.6 Acknowledgement of Amendments: Should an amendment to the IFB be issued, it will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the Agency's website in a manner that all bidders will be able to view. Further, bidders must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid package, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment should be received by the Agency by the time, date, and at the place specified for receipt of bids. It is the bidder's sole responsibility to monitor the websites for any updates or amendments to the IFB.

3.7 Bidder must provide a signed Acknowledgement of IFB Amendment(s), Questions and Answer document(s), if any were issued/posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the Agency's website. www.HealthyMS.com.

3.8 The IFB is comprised of the base IFB document, any attachments, any amendments issued prior to the submission deadline, and any other documents released before contract award.

Section 4 – Scope of Work

Contractor or contractors shall perform and complete in a timely and satisfactory manner support services to aid in the completion of individual service line inventories for the state’s individual public water supplies in accordance with current guidance provided by the EPA and the State Primacy Agency. MSDH reserves the right to award multiple contracts based on the bids submitted to provide the most cost-effective means of providing these needed services.

4.1 The Contractor or contractors shall:

- 4.1.1** Provide technical assistance to public water systems in the completion of their service line inventories (lead service lines included) to satisfy the requirements of the Safe Drinking Water Act’s Lead and Copper Rule Revisions.
- 4.1.2** Use materials developed by the Bureau of Public Water Supply and Environmental Protection Agency to complete service line inventories for both community and non-transient, non-community public water systems within the three defined population groups of 0 -750 population, 751 – 5000 population, and greater than 5,000 population.
- 4.1.3** Utilize a list of public water systems identified as requesting assistance provided by MSDH and assist in the completion of those service line inventories.
- 4.1.4** Once known, communicate to the identified systems to arrange a meeting with system officials to inform them of assistance that will be offered based on their request. If necessary, the contractor(s) will explain the purpose of the service line inventories and why it’s necessary for compliance with the Lead and Copper Rule.
- 4.1.5** Mobilize to the selected system and commence with the plan of developing an inventory of the system’s service lines.
- 4.1.6** Upon development of a system’s service line inventory, alert MSDH to any lead service lines that have been identified and the quantity thereof warranting replacement.
- 4.1.7** Provide results of the inventory utilizing materials developed by MSDH and make any recommendations of replacement to system officials and Program Staff of the Drinking Water SRF.

4.2 Reporting

- 4.2.1** Provide the assisted water system with the completed inventory spreadsheet as developed by MSDH to be uploaded to the agency’s public water system data portal.
- 4.2.2** Provide to the assisted water system a list of identified lead service lines and galvanized service lines influenced by lead for use in any capitalization plan that would initiate removal of those lines.

4.2.3 Email each invoice to bi-lr.drinkingwater@msdh.ms.gov with attached reported batches of completed system inventories. Monthly invoicing is preferred.

4.2.4 Email (or mail) completed inventory results to each PWS.

4.3 Contractors shall also:

4.3.1 Exercise precautions always for the protection of persons (including employees) and property. The project shall always be properly supervised and adequately manned by an experienced crew of appropriate size. All work shall be accomplished by skilled workers familiar with and trained to do this type of work. Workers shall be qualified to operate and/or use the equipment necessary to accomplish this work. The Contractor shall be responsible for the supervision and direction of the work performed by its personnel. The Contractor shall be responsible for instructing its personnel in all safety measures. All equipment used by the Contractor shall always be maintained in safe operating condition and be free from defects or wear that may in any way constitute a hazard to any person or persons on state property. All incidents involving Agency property or personnel shall be reported to the designated Agency contact immediately upon occurrence

4.3.2 Abide by all State, Federal, and/or Agency policies, procedures, ordinances, and/or laws pertaining to MSDH's operation at all times, including but not limited to the items listed above. Deviations from these policies by the Contractor or its personnel will not be tolerated and will be considered grounds for contract termination.

4.3.3 Perform all services provided in the contract between the bidder/Vendor and the Contracting Agency in accordance with customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agents. The Contractor shall be responsible for the complete performance of all work; for the methods, means, and equipment used; and for furnishing all materials, tools, apparatus, and property of every description used in connection therewith. No statement within this IFB shall negate compliance with any applicable governing regulation. The absence of detailed specifications or the omission of detailed descriptions shall be recognized as meaning that only the best commercial practices are to prevail, and that only first quality materials and workmanship are to be used.

4.3.4 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 for their business and employees.

4.3.5 Make all unemployment compensation contributions as required by federal and state law(s) and process claims as required for their business and employees.

Section 5 - Basis for Award

5.1 Award(s) will be made upon written notice to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria as set forth herein. All bids will be reviewed first to determine whether a vendor is responsive, responsible, and/or acceptable. Bids are not assigned a point percentage and/or score but are instead simply recorded as PASS or FAIL. Bids with errors that do not alter the substance of the bid can be accepted, and the Agency Chief Procurement Officer may allow the bidder to correct the problem prior to review if the irregularities are insignificant mistakes that can be waived or corrected without prejudice to other bidders.

5.1.1. Responsive Bidder

Bidder must submit a proposal which conforms in all material respects to this RFP, as determined by MSDH.

Nonconforming Terms and Conditions: A proposal response that includes terms and conditions that do not conform to the terms and conditions in the proposal document is subject to rejection as non-responsive. The MSDH reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal response prior to a determination by the MSDH of non-responsiveness based on the submission of nonconforming terms and conditions.

Conditioning Proposal Upon Other Awards: Any proposal which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and not acceptable.

5.1.2. Responsible Bidder

Bidder must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance, as determined by MSDH. At a minimum, Bidder must meet or exceed the minimum qualifications as stated in Section 6 to be deemed responsible.

5.2 The Agency has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for the Agency to properly evaluate the bid, the Agency has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

5.3 All bids which are determined to be responsive, responsible, and/or acceptable will continue to the price bid or cost evaluation.

5.4 Bid Evaluation Process: MSDH will review bid cost for each responsive and responsible bidder. Award will be made for each population group to the responsive, responsible bidder with the lowest total cost per system. Therefore, MSDH may award to a single bidder or make multiple awards. The number of awards is at the sole discretion of the Agency.

Section 6 – Minimum Bidder Qualifications

To be qualified to submit a bid, the vendor must meet the minimum qualifications listed below:

- 6.1 Prior Experience:** Bidder must have experience providing technical assistance requested herein for a minimum of two (2) years. In support of this requirement, please provide the following:

A description of no more than 4 and no less than 2 programs or projects, in order of most relevant to least relevant, that demonstrate the organization's/firm's capabilities to provide services for water systems to aid in Mississippi's LSLI collection process. For each program or project, the following information should be provided:

- a. Client entity name, project location and dates during which services were performed.
- b. Clear description of overall project and services performed by your firm.
- c. Current client contact information including contact names, email addresses, and telephone numbers. MSDH reserves the right to contact the referenced client(s). (These clients may also be listed in Attachment D- References).
- d. Information that demonstrates that the Bidder has an understanding of all applicable laws and regulations pertaining to the Safe Drinking Water Act's Lead and Copper Rule and its Revisions.

- 6.2 Financial Stability or Solvency: MSDH cannot prepay for services rendered or goods delivered. Therefore, all invoices must be submitted in arrears.** Bidder must certify that it is financially solvent and capable of providing services without prepayment. Bidder must also be prepared to provide independently audited financial statements immediately upon request. If independently audited financial statements do not exist, Bidder must state the reason and, instead submit sufficient information to enable the Agency to access the financial stability or solvency of the Bidder such as financial statements, credit ratings, a line of credit, or other financial arrangements sufficient to enable the Bidder to be capable of meeting the requirements of this IFB.

- 6.3 References:** A minimum score of six (6) on the Reference Score Sheet (Attachment D) from reference interviews by agency staff with two (2) Bidder references {for a total minimum scoring requirement of twelve (12) points}, as well as all other requirements of this IFB.
Pass/Fail

- 6.4** Bidder may also be required to give a past history and references in order to satisfy the Agency in regard to the Bidder's qualifications. The Agency may make reasonable investigations deemed necessary and proper to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Agency all information for this purpose that may be requested. The Agency reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Bidder fails to satisfy the Agency that the Bidder is properly qualified to carry out the obligations of the Contract and to complete the work described therein.

Section 7 – Contract Term

The anticipated period of performance of any contract(s) resulting from this IFB is tentatively scheduled to begin upon award approval by the PPRB or about May 2, 2024, and to end June 30, 2025. The Agency reserves the right to renew the contract, at the same terms as stated herein, for up to four additional, one (1) year periods at the sole discretion of the Agency.

Section 8 – Bid Submission Requirements

8.1 Format

- Bid Cover Sheet (Attachment A)
- Vendor Questionnaire (Attachment A-1)
- Bid (Attachment B) – all pricing must be submitted on the bid. Failure to complete and/or sign the bid may result in the bidder being determined nonresponsive.
- Minimum Qualifications Certification (Attachment C) and any supporting documents
- References (Attachment D)
- Standard Certifications and Acknowledgments (Attachment F)
- Debarment Verification (Attachment G)
- Proprietary Information Form (Attachment H)
- Contract Exception Form (Attachment I)
- Signed Amendments

Failure to submit any of the above may result in the bid being rejected as non-responsive. Only responsive bis will be considered for award.

8.2 Delivery

8.2.1 All bids must be in writing. The signed original bid package, with two (2) copies of the signed original, and one (1) electronic copy of the bid package (on flash drive) in a sealed envelope or package, must be submitted to the Bid Coordinator no later than the time and date specified for receipt of bids.

8.2.2 Electronic Submission: The electronic files shall not be password protected, shall be in Portable Document Format (PDF®) or Microsoft Word and/or Microsoft Excel format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel. The procurement staff, not the evaluation committee, will have exclusive access to this electronic copy, which shall consist of the following:

8.2.2.1 One (1) electronic copy of the complete bid package including all attachments in the form as required herein.

8.2.2.2 One (1) PUBLIC electronic copy of the complete proposal including all attachments and referenced documents in a searchable Microsoft Office® format, preferably in Word® or PDF®, that has been redacted if the proposal contains confidential information as described below.

- 8.2.3 Public Copy of Complete Proposal/Mississippi Public Records Submission-** Any Bidder who alleges its bid package contains confidential commercial and financial information of a proprietary nature and/or trade secrets protected from disclosure under the Mississippi Public Records Act pursuant to Mississippi Code Annotated, §§ 25-61-91, et seq., 79-23-1 and or 75-26-3(d) shall submit a Public Copy as stated herein. Bidder must compete and submit Attachment H, Proprietary Information Acknowledgement.
- 8.2.4 Public Copy:** At the time the bid package is submitted, Bidder shall provide, in addition to copies required above, a full complete copy of the bid package and a second copy of the full and complete proposal with redactions in black to any information Bidder deems to be confidential commercial and financial information of a proprietary nature and/or trade secrets. Bidder must also include a statement identifying which section(s) or information has been redacted and the specific statutory authority for the exemption(s). An electronic copy of the redacted bid package and statement should be marked PUBLIC and included as a part of the electronic submission as described above.
- 8.2.5** The Public Copy of the proposal is considered a public record and is subject to release by MSDH without notice to the Bidder pursuant to Miss. Code Ann. §§ 25-61-1 *et seq.* MSDH may release the Public Copy pursuant to requests under the Mississippi Public Records Act or any other reason deemed necessary by MSDH.
- 8.2.6 Petition for Protective Order:** MSDH may not provide notice of any request for public records. Therefore, any Bidder that prefers further protection of its records (outside of, or in addition to, that option offered under Section 3.3.1) should file a petition for a protective order in the Chancery Court of Hinds County, Mississippi within twenty-one (21) calendar days following the proposal deadline. Any such petition should request an injunction under Miss. Code Ann. §§ 75-26-5(3) and 25-61-9 and request that the Court identify all information in the proposal as confidential commercial or financial information under Mississippi Code §§79-23-1 or §25-61-9, and/or trade secret under Mississippi Code §§75-26-3(d), 75-26-5(3) or 25-61-9.
- 8.2.7** The petition should also cite the following requirements of Miss. Code Ann § 25-61-9(7): “For all procurement contracts awarded by state agencies, the provisions of the contract which contain the commodities purchased or personal or professional services provided, the unit prices to be contained within the procurement contracts, the overall 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.”
- 8.2.8** Notice of any such petition being filed in the Chancery Court of Hinds County, Mississippi shall be served on MSDH in accordance with the Mississippi Rules of Civil Procedure. Bidder shall also directly provide MSDH General Counsel a copy of such notice via email within twenty-one (21) days of the proposal submission deadline. Delivery shall be made to Christin Williams, MSDH General Counsel, at Christin.Williams@msdh.ms.gov. The risk of delivery shall be borne by the Bidder.

- 8.2.9** The sealed envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bids. Bids are subject to rejection unless submitted with the information included on the outside of the sealed bid envelope or package.
- 8.2.10 No Confidential Commercial Information:** If a Bidder does not submit a Public Copy, MSDH will consider the bid package submitted to be the Public Copy and subject to being released, in full, without notice to the Bidder.
- 8.2.11** Any Bidder that does not allege their bid package contains confidential commercial or financial information and/or trade secrets protected from disclosure under the Mississippi Public Records Act pursuant to Miss. Code Ann. §§ 25-61-1, et seq., 79-23-1, 75-26-3(d), and/or 75-26-5(3) shall submit a signed acknowledgement attached hereto as Attachment H, along with its proposal submission. The acknowledgement shall be signed by a person with signatory and binding authority for the Bidder.
- 8.2.12** Failure to submit either a redacted version of the Bidder's bid package or signed acknowledgement on or before the bid opening may result in the Bidder being deemed non-responsive. MSDH shall have the sole discretion to provide additional time for the Bidder to complete the requirements of Section 8.
- 8.2.13** By submitting a bid package to MSDH in response to this IFB, Bidder indicates its consent and waiver as described in this Section. Bidder acknowledges that, if the protection of confidential commercial or financial information of a proprietary nature or a trade secret is challenged by any person, business, or governmental body, then Bidder shall be responsible for intervening and justifying its protection from public disclosure in any applicable hearing or proceeding at Bidder's sole and exclusive cost.
- 8.2.14** Sealed bid packages must be mailed or hand-delivered to and labeled as follows:

IFB for the Technical Assistance to PWS for the Completion of SLI
IFB: RFx # 3160006490

Bid Submission: Tuesday, April 2, 2024, 10:00 AM CT.

Opening Date/Time: Tuesday, April 2, 2024, 10:30 AM CT

Mississippi State Department of Health

Attention: Jennifer Dotson, Bid Coordinator

570 E. Woodrow Wilson Ave.

Jackson, Mississippi 39216-4538

SEALED BID – DO NOT OPEN

- 8.2.15** All sealed bid packages *must be received by the Bid Coordinator no later than 10:00 AM CT, Tuesday, April 2, 2024*. Bid packages submitted via facsimile (fax) machine **will not** be accepted. It is suggested that if a sealed bid packages is mailed to the Agency, it should be posted in certified mail with a return receipt requested. The Agency will not be responsible for mail delays or lost mail. All risk of late arrival due to unanticipated delay

– whether delivered by hand, U.S. Postal Service, courier or other delivery service or method – is entirely on the vendor. All vendors are urged to take the possibility of delay into account when submitting a bid package.

- 8.2.16** Timely submission of the sealed bid package is the responsibility of the bidder. Sealed bid packages received after the specified time will be rejected and maintained unopened in the procurement file. A bid package received at the place designated in the solicitation for receipt of bid packages after the exact time specified for receipt will not be considered unless it has been determined by the Agency that the late receipt was due solely to mishandling by the Agency after receipt at the specified address.
- 8.2.17** The time and date of receipt will be indicated on the sealed bid package by the Agency staff. The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.
- 8.2.18** Each page of the bid and all attachments should be identified with the name of the bidder.
- 8.2.19** Failure to submit any required Attachment will be considered cause for rejection of the bid.
- 8.2.20** Modifications or additions to any portion of the bid may be cause for rejection of the bid. The Agency reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive.
- 8.2.21** Failure to sign the bid may result in the bid being rejected as non-responsive.
- 8.2.22** A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid is subject to rejection as non-responsive. The Agency reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the Agency of non-responsiveness based on the submission of nonconforming terms and conditions.
- 8.2.23** As a precondition to bid acceptance, the Agency may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.
- 8.2.24** Any bidder claiming that its response contains information exempt from the Mississippi Public Records Act (Miss. Code Ann. §§ 25-61-1 *et seq.* and 79-23-1), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption.

Section 9 – Bidder Certification

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it because of the submission.

Section 10 – Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or Agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or Agency of the State of Mississippi.

Section 11 – Registration with Mississippi Secretary of State

By submitting a bid, the bidder certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven business days of being notified by the Agency that it has been selected for contract award.

Section 12 – Insurance

12.1 Each successful bidder shall, at its own expense, obtain and maintain insurance, bond, or other surety which shall include the following types and coverage limits:

12.1.1 Workers Compensation Coverage as required by the State of Mississippi, if any workers will be working in Mississippi.

12.1.2 Comprehensive General Liability or Commercial Liability– for operations and contractual liability adequate to cover the liability assumed hereunder.

12.2 Additionally:

12.2.1 In no event shall the requirement for an insurance, bond, or other surety be waived.

12.2.2 All insurances policies will list the State of Mississippi as an additional insured.

12.2.3 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

12.2.4 Contractor shall submit to Agency within 10 business days of notification of intent to award, a certificate of insurance and/or bond which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within 10 business day period may be cause for your bid to be declared non-responsive or for your contract to be cancelled.

12.2.5 Contractor shall obtain at Contractor’s expense the insurance and/or bond requirements specified in the procurement and contract prior to performing under this Contract, and Contractor shall maintain the required insurance and/or bond coverage throughout the duration of this Contract and all warranty periods. There are no provisions for exceptions to this requirement.

12.2.6 Contractor shall not commence work under this contract until it obtains all insurance and/or bond required under this provision and furnishes a certificate or other form showing proof

of current coverage to the State. After work commences, the Contractor will keep in force all required insurance and/or bond until the contract is terminated or expires.

- 12.2.7 Contractor shall submit renewal certificates as appropriate during the term of the contract.
- 12.2.8 Contractor shall instruct the insurers to provide the Agency 30 days advance notice of any insurance cancellation.
- 12.2.9 Contractor shall ensure that should any of the above-described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance and/or bond coverage(s), that written notice will be delivered to the Agency Chief Procurement Officer.
- 12.2.10 There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance and/or bond coverage(s) to Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Agency.

Section 13 – Bid Opening

Bid opening will be conducted via video conferencing. The link to the meeting will be posted on the MSDH webpage under the listing of the Calendar of Events. **Please check the Calendar of Events by Monday, April 1, 2024, to confirm access to the link. If you cannot locate the link, contact:**

Jennifer Dotson, Bid Coordinator

jennifer.dotson@msdh.ms.gov

601.576.7627

or

Teselyn Funches, Procurement Coordinator

teselyn.funches1@msdh.ms.gov

601.576.7503

The bid opening will include opening, reading, and listing the name of each bidder and the bid price of each bid only. No discussions will be entered into with any bidder as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening.

Section 14 – Award Notification

Award(s) for this procurement will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the Agency website at <http://www.msdh.ms.gov> under IFBs/Grants in the bottom left corner of the webpage. Bidders will be notified via e-mail of the awards.

Section 15 – Procurement Methodology

15.1 Restrictions on Communications with Agency and Agency Staff

At no time shall any bidder or its personnel contact, or attempt to contact, any Agency staff regarding this IFB except the contact person as set forth and, in the manner, prescribed in Section 3.

15.2 Bidder Investigations

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 the Agency upon which the bidder will rely. If the bidder receives an award because of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

15.3 Expenses Incurred in Preparing Bid

The Agency accepts no responsibility for any expense incurred by any bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

15.4 Proprietary Information

The Bidder should identify any part of the bid package considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated §§ 25-61-9 and 79-23-1 (1972, as amended), as a “Trade Secret”. Each page of this response, considered by the Bidder to contain trade secrets or other confidential commercial/financial information should be marked in the upper right-hand corner with the word “CONFIDENTIAL”. Any pages not marked will be subject to review by the general public after award of the contract.

Bidder must also provide a redacted Public Copy as described herein. Any pages not redacted 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. The Bidder shall submit a completed Proprietary Information Acknowledgement form, attached to this IFB as Attachment H.

15.5 Independent Price Determination

By submitting a bid, the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the bid prices. The prices quoted shall be inclusive of, but not limited to the following: LSL inventory development, inventory evaluation, and reporting; all required labor; all required equipment/material; all required insurance, bond, or other surety; all required overhead; all required profit; all required vehicles; all required fuel and mileage; all required labor and supervision; all required training; all required business and professional licenses, certifications, fees, or permits; all required postage and shipping costs; and, any and all other costs. All pricing must include all associated costs with no additional or hidden fees.

15.6 Rejection of Bids

A bid response that includes terms and conditions that do not conform to the terms and conditions in the IFB document is subject to rejection as non-responsive. Further, submission of a bid that is not

complete and/or signed is subject to rejection as non-responsive. The Agency reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the Agency staff of non-responsiveness based on the submission of nonconforming terms and conditions. Furthermore, if a bidder's price is substantially higher than those of other bidders, meaning those with more than a twenty-five percent (25%) differential, the bidder's price may be deemed non-responsive.

15.7 Withdrawal of Bids

If the price bid is substantially lower than those of other bidders, a mistake may have been made. A bidder may withdraw its bid from consideration if certain conditions are met:

- (1) The bid is submitted in good faith
- (2) The price bid is substantially lower than those of other bidders because of a mistake
- (3) The mistake is a clerical error, not an error of judgment
- (4) Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material

To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to the Agency of claim of right to withdraw a bid. Within **two** business days after the bid opening, the bidder requesting withdrawal must provide to the Agency all original work papers, documents, and other materials used in the preparation of the bid.

A bidder may also withdraw a bid, prior to the time set for the opening of bids, by simply making a request in writing to the Agency. No explanation is required.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded, or otherwise benefit from the contract.

No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted.

15.8 Post-Award Vendor Debriefing

A Bidder/respondent, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the Chief Procurement Officer, Jennifer Dotson of the MSDH within three (3) business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within three (3) business days of receipt of the request. If a Bidder/respondent prefers to have legal representation present, the Bidder/respondent must notify the Chief Procurement Officer, Jennifer Dotson in writing and identify its attorney by name, address, and telephone number. The MSDH 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. *MSDH reserves the right to provide written debriefings at its sole discretion.*

At a minimum, the debriefing information shall include the following:

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

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-113, Post-Award Vendor Debriefing, of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* as updated and replaced by PPRB.

15.9 Protests

Protests are conducted in accordance with Section 7-112, *Protests of Solicitations or Awards*, of the *PPRB OPSCR Rules and Regulations*. Protestors should seek resolution of their complaints initially with the office that issued the solicitation. Any actual or prospective Bidder who is aggrieved in connection with the solicitation or award of a contract may protest to Jennifer Dotson, the Chief Procurement Officer of MSDH, and copy Amelia Gamble, Director of the Office of Personal Service Contract Review at the Mississippi Department of Finance and Administration.

The protest shall be submitted in writing within seven (7) calendar days of the Notice of Intent to Award or within seven (7) calendar days of the solicitation posting if the protest is based on the solicitation. A protest is considered filed when received by the Chief Procurement Officer. Protests filed after the seven (7) calendar days period shall not be considered.

A protest is considered filed when received by the Chief Procurement Officer via either U.S. Postal Service mail, postage prepaid, or by personal delivery. **Protests filed after 5:00PM CT, seven calendar days solicitation publication or of notification of the contract award, will not be considered. See also the Notification of Intent to Award section of this solicitation.**

To file a protest directly to the PPRB, the aggrieved party shall file a protest with the Office of Personal Service Contract Review within seven (7) calendar days after the aggrieved party knew or should have known of the facts and circumstances upon which the protest is based, but in no event later than within seven (7) calendar days of the solicitation posting or award.

To expedite handling of protests, the envelope should be labeled "Protest." The written protest shall include as a minimum the following: (a) the name and address of the protestor; (b) appropriate identification of the procurement and if a contract has been awarded, its number; (c) a statement of reasons for the protest; and (d) supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

For additional information regarding the protest process, see Section 7-112 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* as updated and replaced by PPRB.

Section 16 –Contract, Terms and Conditions

The release of this IFB does not constitute an acceptance of any submitted bid, nor does such release in any way obligate MSDH to execute a contract with any bidder. MSDH reserves the right to accept or reject any and all bids on the basis of the evaluation criteria contained within this document. The final decision to execute a Contract with any party rests solely with MSDH, including the decision to make no award of Contract.

A sample MSDH Independent Contractor contract to be entered into with the MSDH pursuant to this IFB is attached hereto as Attachment J. This contract contains clauses required by the *PPRB OPSCR Rules and Regulations* as updated and replaced by PPRB. A copy of the required contract clauses can be found at <https://www.dfa.ms.gov/media/9413/pprb-opscr-rules-and-regulations-effective-01182020.pdf>. These required clauses are mandatory and are nonnegotiable. The titles of required clauses are printed in **bold** on the agency's sample contract attached hereto. The Agency discourages modification of these required clauses. Such modifications may cause a bid to be rejected as non-responsive. Bids which condition the bid based upon the State accepting other terms and conditions not found in the IFB, or which take exception to the State's terms and conditions, may be found non-responsive, and no further consideration of the bid will be given.

Any contract resulting from this solicitation will consist of the MSDH Independent Contract, this IFB, any amendments and any responses thereto.

Section 17 – Agency Website

This IFB, questions and answers concerning this IFB, and the Notice of Intent to Award, will be posted on the Agency website at <http://www.msdh.ms.gov> and on the Mississippi Procurement Opportunity Search Portal website https://www.ms.gov/dfa/contract_bid_search/Bid?autoloadGrid=False.

Section 18 – Attachments

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

Section 19 – Regulatory Authority/Approval

It is understood that this solicitation is issued in accordance with Office of Personal Service Contract Review Board Rules and Regulations. A copy of these rules by be found at:

<https://www.dfa.ms.gov/personal-service-contract-review>

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

ATTACHMENT A: BID COVER SHEET

Proposals are to be submitted as listed below, on or before **Tuesday, April 2, 2024, 10:00 AM CT.**

PLEASE MARK YOUR PACKAGE:

IFB for the Technical Assistance to PWS for the Completion of SLI

IFB: RFX # 3160006490

Bid Submission: Tuesday, April 2, 2024, 10:00 AM CT.

Opening Date/Time: Tuesday, April 2, 2024, 10:30 AM CT

Mississippi State Department of Health

Attention: Jennifer Dotson, Bid Coordinator

570 E. Woodrow Wilson Ave.

Jackson, Mississippi 39216-4538

SEALED BID – DO NOT OPEN

Name: _____

Physical Address: _____

Mailing Address: _____

Principal Place of Business: _____

Contact Person's Name: _____

Contact Person's Title: _____

Contact Person's Phone No.: _____

Contact Person's Fax No.: _____

Contact Person's Email Address: _____

Tax I.D. Number: _____

DUNS Number: _____

Age of business: _____ Average number of employees over the past three (3) years: _____

Indicate if this organization is minority or women owned (For Classification Purposes ONLY):

Minority-Owned _____ Women-Owned _____

ATTACHMENT A-1: BIDDER QUESTIONNAIRE

In addition to providing the above information, please answer the following questions:

1. Please provide a listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within the past three years (3), as specified in the IFB.
2. How many years has Bidder been in the business of performing the services called for in this IFB?
3. Please confirm that the Bidder is in compliance with all current contracts. If you are not in compliance with all current contracts, please explain.
4. Have you/your company ever been involved in a lawsuit involving any area covered by this IFB? If yes, provide details including dates and outcomes.
5. During the past three (3) years, have you/your company, related entities, principals or officers ever been a party in any material criminal litigation, whether directly related to this IFB or not? If yes, provide details including dates and outcomes.
6. Have you/your company been cited or threatened with citation within the last three (3) years by federal or state regulators for violations of any federal, state, or local law or federal, state or local regulation? If yes, please describe the circumstances in detail.
7. Please confirm the bid submission is valid for at least one (1) year subsequent to the date of submission.
8. List all clients that have terminated a contract with bidder in the past three (3) years and your understanding of their discontinued use of your services. For each client, the list must specify:
 - a. Client information, including the name, title, address, email address, and phone number of a person whom we may contact to confirm as needed,
 - b. The type of work your company provided to the client,
 - c. Contract effective dates for the time period(s) (beginning and end dates) your company provided services to the client.
 - d. Reason services were discontinued.

ATTACHMENT B: BID FORM

Company Name	Company Representative Name	Telephone No.

The pricing quoted shall be **ALL INCLUSIVE**, meaning inclusive of all costs, including but not limited to the following:

1. All sample analysis and reporting
2. All required equipment/material
3. All required insurance, bond, or other surety
4. All required overhead
5. All required profit
6. All required vehicles
7. All required labor and supervision
8. All required business and professional certifications, licenses, permits, or fees
9. All required postage and shipping costs
10. All other costs

All pricing for Technical Assistance to Public Water Systems for the completion of their Service Line Inventory will serve three population groups: 750 and Less, 751 to 5000, and greater than 5000 population. The bid price submitted must include all associated costs for the items with no additional or hidden fees.

For the Population Groups the active system in each grouping are as follows:

Population Group	Active Systems
0-750 Population	378
751-5000 population	584
5001 and Greater	129

No guarantee of work: Work will only be assigned to the contractor if assistance is requested by a public water system.

Bidder may **CHOOSE** to provide a cost per system for one or more Population Groups or all. Bidders are encouraged to review the supplied inventory list attached to this IFB as **Attachment K**.

Award will be made for each population group to the responsive, responsible bidder with the lowest total cost per system.

Please submit your pricing on the following page.

0-750 Population Group	
Service Line Inventory Development	Price per Inventory Generated
Initial Contact Meeting	\$
Mobilization to System	\$
Inventory Generation	\$
TOTAL COST PER SYSTEM	\$
751-5000 Population Group	
Service Line Inventory Development	Price per Inventory Generated
Initial Contact Meeting	\$
Mobilization to System	\$
Inventory Generation	\$
TOTAL COST PER SYSTEM	\$
5001 and Greater Population Group	
Service Line Inventory Development	Price per Inventory Generated
Initial Contact Meeting	\$
Mobilization to System	\$
Inventory Generation	\$
TOTAL COST PER SYSTEM	\$

 Print Name of Authorized Signer

 Title

 Signature

 Date

Note: Failure to sign this form may result in the submission being rejected as non-responsive. Modifications or additions to any portion of this form may be cause for rejection of the submission.

ATTACHMENT C: MINIMUM QUALIFICATIONS CERTIFICATION

<p>Minimum Qualifications are used by MSDH to determine whether the Bidder meets the qualifications and has had experience providing comparable services MSDH is requesting. Any response that does not demonstrate that the Bidder meets these Minimum Qualifications by the response deadline will be considered non-responsive and will not be evaluated further. Be sure to complete and return this section.</p>	
<p>Prior Experience:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Bidder has experience providing technical assistance requested herein for a minimum of two (2) years. <input type="checkbox"/> Bidder has provided a description of no more than 4 and no less than 2 programs or projects, in order of most relevant to least relevant, that demonstrate the organization's/firm's capabilities to provide services for water systems to aid in Mississippi's LSLI collection process as requested in Section 6 of the IFB. 	<input type="checkbox"/> Yes
<p>Financial Stability or Solvency:</p> <ul style="list-style-type: none"> <input type="checkbox"/> <i>MSDH cannot prepay for services rendered or goods delivered. Therefore, all invoices must be submitted in arrears.</i> Bidder certifies that it is financially solvent and capable of providing services without prepayment. <input type="checkbox"/> Bidder will provide independently audited financial statements (or sufficient information to enable the Agency to access the financial stability or solvency of the Bidder as described in the solicitation) upon request. 	<input type="checkbox"/> Yes
<p>References:</p> <p>Bidder has provided contact information for at least three (3) references. Bidder understands that it may be disqualified if MSDH cannot complete reference scoring within 48 hours. Bidder is encouraged to submit additional references.</p>	<input type="checkbox"/> Yes

By signing below, Bidder certifies that he/she has contractual binding authority and acknowledges and certifies that this information is accurate and correct.

Signature

Print Name/Title

Date

ATTACHMENT D: REFERENCES

Bidders may submit as many references as desired by submitting as many additional copies of Attachment D, References, as deemed necessary. References will be contacted in order listed until two (2) references have been interviewed and Reference Score Sheets completed for each of the two (2) references. No further references will be contacted; however, Bidders are encouraged to submit additional references to ensure that at least two (2) references are available for interview. MSDH staff must be able to contact two (2) references within two (2) business days of proposal opening to be considered responsive.

REFERENCE 1

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Summary of Project/Contract: _____

REFERENCE 2

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Summary of Project/Contract: _____

REFERENCE 3

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Summary of Project/Contract: _____

REFERENCE 4

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Summary of Project/Contract: _____

ATTACHMENT E: REFERENCE SCORE SHEET
****TO BE COMPLETED BY MSDH STAFF ONLY****

Name of Bidder: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Contacted By: _____ Position: _____

Questions	Response (Circle One)	
	Yes	No
Was the vendor able to provide the services requested?	Yes	No
Satisfied with the services provided? If no, please explain.	Yes	No
Vendor easy to work with?	Yes	No
Were the services completed on time and within budget?	Yes	No
Vendor listened when you had an issue and readily offered a solution. (If never had an issue, please check here ____.)	Yes	No
Would you enter into a contract/project with them again?	Yes	No
Would you recommend them?	Yes	No

Services From/To Dates: _____

Bidder must have a minimum of 6 “yes” answers on the questions above from two (2) references (total of 12 “yes” answers) to be considered responsible and for its proposal to be considered.

Score: Pass/Fail

Do you have any business, professional or personal interest in the Bidder’s organization? If yes, please explain.	Yes	No
---	-----	----

A “yes” to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.

Notes:

**ATTACHMENT F
STANDARD CERTIFICATIONS AND ASSURANCES**

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

1. That he/she has thoroughly read and understands the Invitation for Bids and Attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in the Invitation for Bids and Attachments thereto;
3. That the company agrees to all provisions of the Invitation for Bids and Attachments thereto including, but not limited to, be included in any contract resulting from this IFB (Attachment J);
4. That the company will perform the services required at the prices quoted above;
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date;
6. The Contractor represents that its workers are licensed, certified **and/or** possess the requisite credentials to perform AAR/IP services; and,
7. **NON-DEBARMENT:** By submitting a proposal, the Bidder certifies that it is not currently debarred from submitting Qualifications for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting Qualifications for contracts issued by any political subdivision or agency of the State of Mississippi.
8. **INDEPENDENT PRICE DETERMINATION:** The Bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other vendor or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices bid/offered.
9. **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES:** The prospective contractor represents as a part of such Contractor's proposal that such Contractor **has not** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
10. **REPRESENTATION REGARDING CONTINGENT FEES:** Contractor represents that it **has not** retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Contractor's proposal.

11. **REPRESENTATION REGARDING GRATUITIES:** Contractor represents that it *has not* violated, *is not* violating, and promises that it *will not* violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *PPRB OPSCR Rules and Regulations*.

Company Name: _____

Printed Name of Representative: _____

Date: _____

Signature: _____

Note: *Failure to sign these Certifications and Acknowledgements may result in the Bid being rejected as non-responsive. Modifications or additions to any portion of this document may be cause for rejection of the Bid.*

ATTACHMENT G: DEBARMENT VERIFICATION FORM

Subgrantee's/Contractor's Name	
Authorized Official's Name	
DUNS Number	
Address	
Phone Number	
*Are you currently registered with www.sam.gov (Respond Yes or No)	
*Registration Status (Type Active or Inactive)	
*Active Exclusions (Type Yes or No)	

**Bidders shall provide a written justification for any above responses denoted with an “*” as an attachment to this Attachment, Debarment Verification Form for any responses other than the following: Are you currently registered with www.sam.gov? YES; Registration Status? ACTIVE; Active Exclusions? NO.*

Federal Debarment Certification:

By signing below, I hereby certify that _____ is not on the list
(Subgrantee's Name/Contractor's Name)
 for federal debarment on www.sam.gov – System for Award Management (SAM).

State of Mississippi Debarment Certification:

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

Partnership Debarment Certification:

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

 Signature of Authorized Official
(No stamped signature)

 Date

ATTACHMENT H: PROPRIETARY INFORMATION FORM

At the time their bid is submitted, Bidder has the option to provide a full and complete bid package with any information Bidder deems to be confidential commercial and financial information of a proprietary nature and/or trade secrets redacted in black. This will serve as a Public Copy to be released in the event of a public records request. *An electronic copy of this redacted proposal should be marked PUBLIC and included as a part of the electronic submission along with the unredacted version.* Failure to submit a Public Copy may result in confidential information being released in a public records request.

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

Please mark one of the following as applicable to your proposal submission:

- Bidder has provided** a Public Copy of its bid submission, along with a statement identifying which section(s) or information has been redacted and the specific statutory authority for the exemption(s). Bidder understands that MSDH may release the Public Copy without any further notice to the Bidder. Bidder further understands that, should it wish for the entire bid to be kept from release as a public record, it can file a request for protective order in Hinds County Chancery Court within twenty-one (21) calendar days following the proposal submission deadline and must provide notice of the filing to MSDH.
- Bidder **has not** submitted a redacted Public Copy of its bid and understands that MSDH will consider the entire bid package submitted the Public Copy and a public record and that it is subject to being released, in full, without any further notice. Bidder further understands that, should it wish for the entire bid to be kept from release as a public record, it can file a request for protective order in Hinds County Chancery Court within twenty-one (21) calendar days following the proposal submission deadline and must provide notice of the filing to MSDH. Otherwise, Bidder waives any rights it may have pursuant to the Mississippi Public Records Act, the Mississippi Uniform Trade Secrets Act, and any other claims it may have with regard to the public release of any information in the proposal.

By signing below, Bidder understands failure to submit a redacted Public Copy may result in disclosure of the full contents of its proposal submission, as it will be subject to review by the general public after the award of the contract.

Signature of Authorized Official
(No stamped signature)

Date

ATTACHMENT I: CONTRACT EXCEPTION SUMMARY FORM

List and clearly explain any CONTRACT exceptions, in the table below. **Indicate “N/A” if there are no exceptions.**

This Form MUST be COMPLETED and SIGNED.

Failure to indicate any Contract exception will be interpreted as the bidder’s intent to comply fully with the requirements as written. Conditional or qualified proposals, unless specifically allowed, shall be subject to rejection in whole or in part.

Contract Clause	Brief Explanation of Exception	MSDH Acceptance
<i>(Reference specific contract paragraph)</i>	<i>(Short description of exception being made)</i>	<i>(Sign here only if accepted)</i>
1		
2		
3		
4		
5		
6		
7		

Signature of Authorized Official
(No stamped signature)

Date

ATTACHMENT J- SAMPLE MSDH AGREEMENT

MISSISSIPPI STATE DEPARTMENT OF HEALTH CONTRACT FOR PROFESSIONAL SERVICES **TO BE COMPLETED BY MSDH ONLY**

1. Parties. This contractual agreement is entered into by and between the Mississippi State Department of Health (hereinafter “MSDH” or “Agency”) and [Company Name] (hereinafter “Contractor”).
2. Purpose. The purpose of this contract is for MSDH to engage Contractor to provide certain professional services.
3. Period of Performance. This contract will become effective for the period beginning [Month Day, 20XX] and ending on [Month Day, 20XX], upon the approval and signature of the parties hereto.
4. General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in Attachment A, captioned “General Terms and Conditions”, attached hereto and incorporated herein.
5. Acknowledgements and Special Terms. This contract is hereby made subject to the terms and conditions included in Attachment B, captioned “Acknowledgements and Special Terms”, attached hereto and incorporated herein.
6. Scope of Services. Contractor will perform and complete in a timely and satisfactory manner the services described in Attachment C, captioned “Services and Compensation”, attached hereto and incorporated herein.
7. Consideration. As consideration for the performance of the services referenced above, MSDH agrees to compensate Contractor as provided in Attachment C.
8. 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 MSDH: Daniel Edney, MD, FACP, FASAM
State Health Officer
Mississippi State Department of Health
Post Office Box 1700
Jackson, Mississippi 39215-1700

[with Copy to Teselyn Funches, Contracts/Procurement Coordinator]

For the Contractor: [Name of Authorized Signer], [Title]
[Company Name]
[Mailing Address]
[City], Mississippi [Zip Code]
[Email Address]
[Phone Number]

Any other correspondence concerning this agreement shall be directed as follows:

For MSDH: [Name of MSDH Employee], [Title]
Mississippi State Department of Health
[Mailing Address]
[City], Mississippi [Zip Code]
[Email Address]@msdh.ms.gov

9. Entire Agreement. This document and all incorporated attachments constitute the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

DATE

By: _____
Daniel Edney, MD, FACP, FASAM
State Health Officer
Mississippi State Department of Health

DATE

By: _____
[Name of Authorized Signer], [Title]
[Company Name]

ATTACHMENT A: GENERAL TERMS AND CONDITIONS

1. **Assignment and Receipt of Amounts Payable.** This section applies only to a Contractor which serves as a clinical or healthcare provider for the Department, as follows:
 - a. The Contractor authorizes the Department to accept assignment and receive any amounts payable under Part B of Title XVII and Title XIX of the Social Security Act and/or any monies collected for service rendered by the Contractor under the terms of this contract, including but not limited to private insurance, third-party arrangements, or such other payment or reimbursement mechanisms as may be applicable or available. The Contractor agrees that the Department shall be the payor or financial reimbursement mechanism of last resort when other sources are mandated or are available.
 - b. The Contractor agrees that no additional charges will be made to patients/clients to whom services are provided under the terms of this contract.
2. **Anti-assignment/subcontracting.** Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
3. **Applicable Law.** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.
4. **Approval Clause.** 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.
5. **Attorneys' Fees and Expenses.** Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.
6. **Authority to Contract.** Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or

prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

7. **Availability of Funds.** It is expressly understood and agreed that the obligation of the Mississippi State Department of Health (MSDH) to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MSDH, MSDH shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to MSDH of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
8. **Compliance with Laws.** Contractor understands that the Mississippi State Department of Health (MSDH) is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
9. **Confidential Information.** Confidential Information shall be defined as (1) those materials, documents, data, and other information which the Contractor has designated in writing as proprietary and confidential; and (2) all materials, documents, data and information which the Contractor acquires as a result of its contact with and efforts on behalf of MSDH, and any other information designated in writing as confidential by MSDH or the State of Mississippi.

Each party to this contract agrees to protect all Confidential Information provided by one party to the other, to treat all such Confidential Information as confidential to the extent that confidential treatment is allowed under State and/or Federal law, and, except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission, and to do so by using those methods and procedures normally used to protect the party's own confidential information. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor or its Subcontractors shall rest with the Contractor. Disclosure of any confidential information by the Contractor or its Subcontractors without the express written approval of MSDH shall result in the immediate termination of this contract.

10. **Confidentiality.** Notwithstanding any provision to the contrary contained herein, it is recognized that MSDH 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 MSDH pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, MSDH shall follow the

provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The MSDH shall not be liable to the Contractor for disclosure of information required by court order or required by law.

11. **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.*
12. **Exceptions to Confidential Information.** Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:
 - (1) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
 - (2) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer; is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
 - (3) is independently developed by the recipient without any reliance on confidential information;
 - (4) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
 - (5) is disclosed with the disclosing party’s prior written consent.
13. **Disputes.** Any dispute concerning a question of fact arising under this Contract shall be disposed of by good faith negotiation between duly authorized representative of MSDH and the Contractor. Disputes that cannot be resolved in this manner shall be determined by a court of competent jurisdiction in Hinds County, Mississippi. Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of its obligation in this agreement.
14. **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.*
15. **E-Verification.** If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration

Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- a. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- c. both.

In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

16. Failure to Deliver. In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, MSDH, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that MSDH may have.
17. Failure to Enforce. Failure by MSDH 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 MSDH to enforce any provision at any time in accordance with its terms.
18. 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.
19. HIPAA Compliance. Contractor agrees to comply with the “Administrative Simplification” provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the

services under this contract.

20. Indemnification.

- a. If Contractor is another agency or entity of the State of Mississippi, the following shall apply:

Contractor's tort liability, as an entity of the State of Mississippi, is determined and controlled in accordance with Mississippi Code Annotated §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

- b. For all other Contractors, the following shall apply:

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

21. Independent Contractor Status. Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of MSDH, and MSDH shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. MSDH shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, MSDH shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.
22. 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.

23. No Limitation of Liability. Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.
24. Non-Discrimination for HIV/AIDS. As a recipient of Federal funds, directly or indirectly through payments from the Department, the Contractor agrees that no person(s) who are otherwise qualified shall be denied employment, funds, education, or care in the program(s) funded in whole or in part by the Department on account of affliction with Acquired Immune Deficiency Syndrome (AIDS)-related conditions, or on the basis of their infection with the Human Immunodeficiency Virus (HIV). This non-discrimination agreement and policy shall likewise apply to those individuals or groups who may be perceived as having AIDS or the aforementioned AIDS-related conditions, or who are perceived as being infected with HIV.
25. Ownership of Documents and Work Papers. MSDH shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MSDH upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MSDH and subject to any copyright protections.

Additionally, Contractor assures that any and all information regarding clients of MSDH will be kept strictly confidential and will become the property of MSDH. Contractor assures that MSDH shall have full access to all information collected. The Contractor is prohibited from use of the above described information and/or materials without the express written approval of MSDH.

Paper documents and electronic devices and media containing Personally Identifiable Information must be returned or, if approved by MSDH, destroyed in a preapproved manner. Contractor agrees to contact MSDH for further guidance on approved methods on destroying electronic devices and related media.

26. Paymode. Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
27. Personally Identifiable Information. Contractor will not disclose or release any Personally Identifiable Information (PII) to which the Contractor has access except as required to do so to authorized employees and officials within the scope of the Contractor's duties under this contract. Furthermore, Contractor acknowledges that any unauthorized disclosure of the information provided under this contract may violate Federal and/or State laws and subject the Contractor to penalties.
28. 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 www.dfa.ms.gov.

29. Record Retention and Access to Records. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. Unless mandated by federal or state law for a longer retention period, all records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later. Unless mandated by federal or state law for a longer retention period, all records related to this agreement that contain, or are associated with, protected health information (PHI) shall be retained by Contractor for at least six (6) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the six (6) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the six (6) year period, whichever is later.
30. Recovery of Money. Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to MSDH, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and MSDH. The rights of MSDH are in addition and without prejudice to any other right MSDH may have to claim the amount of any loss or damage suffered by MSDH on account of the acts or omissions of Contractor.
31. Reimbursement. MSDH agrees to provide reimbursement for the contract period. For contracts that include the use of Federal funds, MSDH agrees to provide reimbursement for the contract period in accordance with the requirements set forth in OMB Circular A-87. Such reimbursement will be made upon receipt of the necessary billing listing salaries, Social Security, retirement, and other items provided in this contract, including copies of payroll requisitions and invoice copies for materials, equipment, or supplies. Any final billings shall be submitted to MSDH no later than thirty (30) days after the close of the contract. Failure to submit final billings within the stated timeframe for this contract may be grounds for MSDH to reject such reimbursements. It is agreed by both parties that the following items will be made only when approved by both parties:
 - a. Reimbursement in excess of the amount budgeted for any item; or
 - b. Reimbursement of items not included in the budget; or
 - c. The transfer of monies between items within the budget.

It is agreed by both parties that no reimbursement will be made by MSDH until this contract has been signed by the appropriate personnel of both parties and until a budget for expenditures pursuant to the contract has been approved by MSDH.

32. Requirements Contract. During the period of the contract, Contractor shall provide all the service

described in the contract. Contractor understands and agrees that this is a requirements contract and that MSDH shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of MSDH for the period of the contract. The amount is only an estimate and Contractor understands and agrees that MSDH is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that MSDH may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

33. Right to Audit. Contractor shall maintain such financial records and other records as may be prescribed by MSDH or by applicable federal and state laws, rules, and regulations. Unless mandated by federal or state law for a longer retention period, Contractor shall retain these records for a period of three years after final payment, or until they are audited by MSDH, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies. Unless mandated by federal or state law for a longer retention period, Contractor shall retain these records for a period of six (6) years after final payment if such records contain, or are associated with, PHI. These records shall be made available during the term of the contract and the subsequent six (6) year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.
34. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
35. State Property. Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.
36. Stop Work Order.
 - a. *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:
 - i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

- b. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - i. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - ii. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the 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.
- c. *Termination of Stopped Work:* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- d. *Adjustments of Price:* If permissible, any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

37. **Termination for Convenience.**

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

38. **Termination for Default.**

- a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the

Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- e. *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
- f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

39. **Termination upon Bankruptcy.** This contract may be terminated in whole or in part by the

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

40. Third Party Action Notification. Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.
41. 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.
42. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.
43. Unsatisfactory Work. If, at any time during the contract term, the service performed or work done by Contractor is considered by MSDH to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by MSDH, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, MSDH shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of 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.

ATTACHMENT B: ACKNOWLEDGEMENTS AND SPECIAL TERMS

The following acknowledgements and conditions shall be made a part of this agreement:

CONFLICT OF INTEREST. To the best of his or her knowledge, Contractor certifies that no MSDH employee, or spouse, parent or child of an MSDH employee, serves as a member of its governing body, project staff or has an ownership or pecuniary interest in the Contractor. Contractor agrees that should this condition change during the period of this contract, Contractor shall notify MSDH within 30 days. Notification should be sent by certified mail to the following:

Mississippi State Department of Health
Attention: MSDH Legal Department
Post Office Box 1700
Jackson, Mississippi 39215-1700

Furthermore, Contractor represents, to the best of his or her knowledge and belief, that this contract does not present the Contractor with a conflict of interest with respect to any past, current, or potential contract or employment such that the Contractor would be unable to perform impartially and without bias.

DEBARMENT AND SUSPENSION. Contractor certifies to the best of its knowledge and belief, that it:

1. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
2. has not, within a three-year period preceding this 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;
3. 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;
4. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
5. has not, within a three-year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

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

REPRESENTATION REGARDING GRATUITIES. 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*.

[Insert any additional terms and conditions that might apply to this agreement.]

ATTACHMENT C: SERVICES AND COMPENSATION

SCOPE OF SERVICES

In fulfillment of the purposes of this Agreement, the Contractor shall provide MSDH with the professional [service type (janitorial, consulting, etc.)] services detailed below. Services shall include, but are not limited to, the following:

[Insert a description of services being as detailed as possible. Include location where services are to be rendered, frequency of performance, specific tasks or duties, etc.]

CONTRACT TO BE COMPLETED BY MSDH STAFF ONLY

COMPENSATION

In furtherance of the performance of the services referenced above, MSDH agrees to compensate the Contractor the estimated amount of \$XX,XXX.XX. Contractor agrees to ensure the funds subject to this Agreement are used in accordance with any applicable conditions, requirements and restrictions of federal, state and local laws.

Rates and purchases under this Agreement are as follows:

[Insert rates or amount details. Use charts or tables if necessary or easier.]

The Contractor shall invoice MSDH monthly as needed. The final invoice to MSDH shall be sent within thirty (30) days after the Agreement ending date. The invoice should have appropriate documentation substantiating actual expenses. MSDH will pay all invoices within forty-five (45) days following the approval of the same. All invoices should be submitted to the following:

[Name], [Title]
Mississippi State Department of Health
[Post Office Box XXXX]
[City], Mississippi [Zip Code]
[email@msdh.ms.gov]

It is expressly understood and agreed that, while the amount noted above is based on an estimated budget and may be subject to change, in no event will the total compensation to be paid hereunder exceed the specified amount of \$XX,XXX.XX.

[The final contract document may include terms and/or conditions in addition to those provided in this template.]

MS0820002	TOWN OF BENTONIA	P O BOX 310	BENTONIA	MS	39040	(662)755-2281	(662)755-2281	CLINT LANCASTER	C	M	f	f	D	318	187 GW	A	YAZOO
MS0820006	TOWN OF EDEN	268 EDEN MAIN STREET	YAZOO CITY	MS	39194	(662)746-7966	(662)746-7966	LEKISHA HOGAN	C	M	f	f	D	123	77 GW	A	YAZOO
MS0820010	MIDWAY W/A #1	169 SHIPP DR	BENTON	MS	39039	(662)673-9435	\N	DAVID SHIPP	C	R	f	f	D	552	207 GW	A	YAZOO
MS0820011	RENSHAW WATER ASSOCIATION	3333 CARSON RD.	YAZOO CITY	MS	39194	(662)571-0564	\N	MIKE CASCIO	C	R	f	f	D	350	177 GW	A	YAZOO
MS0820012	TOWN OF SATARTIA	318 PLUM ST	SATARTIA	MS	39162	(601)624-6261	\N	MICHELLE DOUGLAS	C	M	f	f	D	66	37 GW	A	YAZOO
MS0820024	CF INDUSTRIES NITROGEN, LLC	P O BOX 1348	YAZOO CITY	MS	39194	(662)751-2614	(662)751-2903	SCOTT TASSIN	P	P	f	f	D	175	1 GW	A	YAZOO
MS0820027	MIDWAY W/A #2	169 SHIPP DR	BENTON	MS	39039	(662)673-9435	\N	DAVID SHIPP	C	R	f	f	D	507	190 GW	A	YAZOO
MS0820028	MIDWAY W/A #3	169 SHIPP DR	BENTON	MS	39039	(662)673-9435	\N	DAVID SHIPP	C	R	f	f	D	729	280 GW	A	YAZOO
MS0820029	CENTRAL YAZOO #2	PO BOX 116	YAZOO CITY	MS	39194	(662)746-7531	(662)746-6337	PATRICK K PEEPLES	C	R	f	f	D	486	184 GW	A	YAZOO

MS0790003	TOWN OF CENTREVILLE	P O BOX 578	CENTREVILLE	MS	39631	(601)645-5218	(601)645-5343	DEMETRIA HUDSON	C	M	f	f	C	1207	669 GW	A	WILKINSON
MS0790005	OLD RIVER WATER ASSN	P O BOX 580	WOODVILLE	MS	39669	(601)888-3782	(601)888-3743	RUSSELL FORD	C	R	f	f	B	3263	1236 GW	A	WILKINSON
MS0790006	SOUTH CENTREVILLE W/A	PO BOX 733	CENTREVILLE	MS	39631	(601)645-5533	(601)645-5533	JOHN I MCKEY	C	R	f	f	C	1375	521 GW	A	WILKINSON
MS0790007	TOWN OF WOODVILLE	P O BOX 605	WOODVILLE	MS	39669	(601)888-3338	(601)888-4488	ANDREW PIRESON	C	M	f	f	B	2986	1131 GW	A	WILKINSON
MS0790033	WILKINSON CO CORRECTIONAL CENT	P O BOX 605	WOODVILLE	MS	39669	(601)888-3338	(601)888-4488	ANDREW PIERSON	C	S	f	f	B	914	1 GW	A	WILKINSON
MS0800001	BOND WATER ASSOCIATION #1	1161 BOON ROAD	LOUISVILLE	MS	39339	(662)773-6906	\N	BEN KIRK	C	R	f	f	C	1257	483 GW	A	WINSTON
MS0800002	CALVARY WATER ASSOCIATION	137 MCCULLY RD	LOUISVILLE	MS	39339	(662)303-9568	\N	CARL HIGGINBOTHAM	C	R	f	f	B	900	315 GW	A	WINSTON
MS0800005	CITY OF LOUISVILLE - NORTHEAST	P O BOX 849	LOUISVILLE	MS	39339	(662)773-7147	(662)773-7858	WILSON WEBB	C	M	f	f	C	763	347 GW	A	WINSTON
MS0800006	TOWN OF NOXAPATER	328 WEST MAIN STREET	NOXAPATER	MS	39346	(662)724-4476	(662)726-2697	SAMMY CARTER	C	M	f	f	B	1713	650 GW	A	WINSTON
MS0800007	PUGH'S MILL WATER ASSOCIATION	368 BLUFF LAKE RD	LOUISVILLE	MS	39339	(662)773-9022	\N	PHILIP B AMAN	C	R	f	f	C	924	350 GW	A	WINSTON
MS0800009	SOUTHEAST NOXAPATER WATER ASSN	P O BOX 301	NOXAPATER	MS	39346	\N	(662)724-2498	CHARLEY RUSHING	C	R	f	f	B	1188	450 GW	A	WINSTON
MS0800011	HIGHPOINT WATER ASSOCIATION #1	5800 OLD ROBINSON RD	LOUISVILLE	MS	39339	(662)773-3282	(662)773-6197	FRANK C HIGGASON	C	R	f	f	B	2124	708 GW	A	WINSTON
MS0800013	ELLISON RIDGE WATER ASSN	5800 OLD ROBINSON RD	LOUISVILLE	MS	39339	(662)773-3282	(662)773-6197	RICHARD EAVES	C	R	f	f	C	1287	429 GW	A	WINSTON
MS0800015	NANIH-WAIYA WATER ASSOCIATION	2350 PALMER ROAD	LOUISVILLE	MS	39339	\N	\N	MICHAEL D. THOMPSON	C	R	f	f	C	1127	427 GW	A	WINSTON
MS0800019	LIBERTY-PLATTSBURG W/A #2	PO BOX 394	NOXAPATER	MS	39346	(662)803-0207	(662)724-2007	GREG SISSON	C	R	f	f	B	1444	541 GW	A	WINSTON
MS0810002	TOWN OF COFFEEVILLE	P O BOX 157	COFFEEVILLE	MS	38922	(662)675-2642	(662)675-8416	WILLIAM SHELTON, JR	C	M	f	f	D	905	550 GW	A	YALOBUSH.
MS0810005	JEFF DAVIS W/A INC	322 CR 431	WATER VALLEY	MS	38965	(662)832-2301	\N	LYNN WALKER	C	R	t	t	E	1312	497 GWP	A	YALOBUSH.
MS0810009	TILLATOBA WATER ASSOCIATION	P O BOX 31	TILLATOBA	MS	38961	(662)809-3006	\N	JAMES E SIMMONS JR	C	R	f	f	D	1200	385 GW	A	YALOBUSH.
MS0810011	CITY OF WATER VALLEY	P O BOX 888	WATER VALLEY	MS	38965	(662)473-1533	(662)473-4909	DONALD GRAY	C	M	f	f	C	3380	1672 GW	A	YALOBUSH.
MS0810012	TRI-LAKES WATER ASSN-WEST	5789 CR 118	WATER VALLEY	MS	38965	(662)473-6505	\N	DONALD R MORRIS	C	R	f	f	D	1059	401 GW	A	YALOBUSH.
MS0810015	BILLYS CREEK RURAL W/A	3841 CR 225	WATER VALLEY	MS	38965	(662)473-0019	(662)473-2343	LARRY P SPROUSE	C	R	f	f	D	1574	787 GW	A	YALOBUSH.
MS0810028	YALOBUSHA WATER/SEWER DIST #1	360 CR 212	WATER VALLEY	MS	38965	(662)473-3137	\N	EARL GIBSON	C	R	f	f	D	1422	474 GW	A	YALOBUSH.
MS0820003	CASEY JONES WATER ASSN.	633 MOORE ROAD	VAUGHAN	MS	39179	(662)571-0512	\N	LEON A RUCKER	C	R	f	f	D	1146	434 GW	A	YAZOO
MS0820004	CENTRAL YAZOO #1 FLETCHERS CH.	PO BOX 116	YAZOO CITY	MS	39194	(662)746-7531	(662)746-6337	PATRICK K PEEPLES	C	R	f	f	D	2231	845 GW	A	YAZOO
MS0820008	HILTON HEIGHTS WATER ASSN #1	P O BOX 503	YAZOO CITY	MS	39194	(662)746-1574	\N	RICHARD PERRY	C	R	f	f	D	1336	506 GW	A	YAZOO
MS0820009	LAKE CITY WATER ASSN-EAST	2628 ERICKSON RD	YAZOO CITY	MS	39194	(662)746-5687	(662)746-9312	HARRY SIMMONS JR	C	R	f	f	D	950	364 GW	A	YAZOO
MS0820015	LAKE CITY WATER ASSN-WEST	2628 ERICKSON RD	YAZOO CITY	MS	39194	(662)746-5687	(662)746-9312	HARRY SIMMONS JR	C	R	f	f	D	937	350 GW	A	YAZOO
MS0820030	CENTRAL YAZOO #3 MECHANICSBRG	PO BOX 116	YAZOO CITY	MS	39194	(662)746-7531	(662)746-6337	PATRICK K PEEPLES	C	R	f	f	D	1903	721 GW	A	YAZOO
MS0820031	CENTRAL YAZOO #4-BENTON	PO BOX 116	YAZOO CITY	MS	39194	(662)746-7531	(662)746-6337	PATRICK K PEEPLES	C	R	f	f	D	1199	454 GW	A	YAZOO
MS0820033	CENTRAL YAZOO W/A #5	PO BOX 116	YAZOO CITY	MS	39194	(662)746-7531	(662)746-6337	PATRICK K PEEPLES	C	R	f	f	D	2141	811 GW	A	YAZOO

MS0750005	HILLDALE WATER DISTRICT	4326 LEE RD	VICKSBURG	MS	39180	(601)636-8475	(601)636-1700	JOHN MOSS	C	R	f	f	B	5561	2139 GW	A	WARREN	6
MS0750010	CITY OF VICKSBURG	601 HAINING ROAD	VICKSBURG	MS	39183	\N	(601)634-6247	GEORGE FLAGGS	C	M	f	f	A	29238	11075 GW	A	WARREN	6
MS0760004	CITY OF GREENVILLE	P O BOX 897	GREENVILLE	MS	38701	(662)378-1501	(662)378-0276	ERRICK D SIMMONS	C	M	f	f	D	29602	11018 GW	A	WASHINGT	5
MS0780005	CITY OF EUPORA	390 CLARK AVE	EUPORA	MS	39744	(662)258-2291	(662)258-5331	LAMAR DUMAS	C	M	f	f	D	5586	2116 GW	A	WEBSTER	4
MS0800004	CITY OF LOUISVILLE	P O BOX 849	LOUISVILLE	MS	39339	(662)773-7147	(662)773-7858	WILSON WEBB	C	M	f	f	B	7552	3834 GW	A	WINSTON	5
MS0820014	CITY OF YAZOO CITY	PO BOX 660	YAZOO	MS	39194	\N	\N	DENNIS MCFEE	C	M	f	f	D	10163	6287 GW	A	YAZOO	6