



**MISSISSIPPI STATE DEPARTMENT OF HEALTH**

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**REQUEST FOR PROPOSALS (RFP) COVID-19 AFTER ACTION  
REPORTS/IMPROVEMENT PLANS**

**RFx# 3120002490**

**ISSUE DATE**

**Friday, July 29, 2022**

**CLOSING TIME AND DATE**

**Proposals must be received by:  
Friday, September 2, 2022 10:00 AM CST**

**Proposal Coordinator**

**Jennifer Dotson, Chief Procurement Officer**

**570 E. Woodrow Wilson Ave.**

**Jackson, MS 39216-4538**

**Telephone: 601.576.7627**

**Email: [jennifer.dotson@msdh.ms.gov](mailto:jennifer.dotson@msdh.ms.gov)**

## GENERAL INSTRUCTIONS

### Section 1 – Background, Authority, and Purpose

The Mississippi State Department of Health (MSDH) is soliciting proposals to hire a contractor to prepare two (2) comprehensive COVID-19 Response After Action Reports (AAR) and Improvement Plans (IP) which meet National Incident Management System (NIMS) and federal Homeland Security Exercise and Evaluation Program (HSEEP) guidelines. The AARs are intended to assist MSDH and the State of Mississippi (State) in identifying ways to improve their Pandemic Emergency Response and Emergency Operations Center operations. MSDH is the lead agency on this project.

#### Term

MSDH intends to enter into a firm fixed price agreement. The initial period of performance of any contract resulting from this RFP will be one year, tentatively scheduled to begin on or about November 2, 2022, and to end on November 1, 2023, or upon approval of the Public Procurement Review Board (PPRB). The Agency reserves the right to renew the Contract for up to one (1) additional year at the sole discretion of the Agency.

### Section 2 – Timeline

Event	Date/Time
Request for Proposal Issue Date	Friday, July 29, 2022 Friday, August 5, 2022
Questions and Requests for Clarification	Tuesday, August 12, 2022
Anticipated Posting of Written Responses	Friday, August 19, 2022
Proposal Package Submission Deadline	Friday, September 2, 2022, 10:00 AM CST
Proposal Opening/Evaluation begins:	Friday, September 2, 2022, 10:30 AM CST
Anticipated Date of the Notice of Intent to Award	Wednesday, September 14, 2022
Anticipated Formal Notice of Intent	Friday, September 16, 2022
Anticipated Post-Award Debriefing Request	Wednesday, September 21, 2022
Anticipated Protest Deadline	Friday, September 23, 2022

### Section 3 – Contact and Questions/Requests for Clarification

**3.1** Vendors 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 RFP in order to submit the best proposals 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, Proposal Coordinator  
E-mail: [jennifer.dotson@msdh.ms.gov](mailto:jennifer.dotson@msdh.ms.gov)

**3.2** Vendors should enter “**RFP RFx Number 3120002490 - Questions**” as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

	<b>RFP Section, Page Number</b>	<b>Vendor Question/Request for Clarification</b>
1.		

**3.3** Official responses will be provided only for questions submitted as described above and only to clarify information already included in the RFP. 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 RFP 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 RFP unless formally noticed and issued by the contact person as an RFP amendment. Vendors are cautioned that any statements made by agency personnel that materially change any portion of the proposal document shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document.

**3.5** All vendor communications regarding this RFP must be directed to the Proposal Coordinator. Unauthorized contact regarding the RFP with other employees of the Agency may result in the vendor being disqualified, and the vendor may also be suspended, disbarred, or removed from consideration for award of contracts with the State of Mississippi for a period of two (2) years.

**3.6 Pre-Proposal Conference, Tour, or Site Visit:** No pre-proposal conference, tour, or site visit will be held for this RFP.

**3.7 Acknowledgement of Amendments:** Should an amendment to the RFP 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 vendors will be able to view. Vendors must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal package, by identifying the amendment number and date in the space provided for this purpose on the RFP amendment, or by letter. The acknowledgment should be received by the agency by the time, date, and at the place specified for receipt of proposals. It is the vendor’s sole responsibility to monitor the websites for any updates or amendments to the RFP. Questions and Answer document(s) and/or Summary of Pre-Proposal Conference, Tour, or Site Visit, if any are issued/posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency's website, must be treated the same as an RFP Amendment.

**3.8** Vendors must provide a signed Acknowledgements of RFP Amendment(s), Questions and Answer document(s), and/or Summary of Pre-Proposal Conference, Tour, or Site Visit, if any were issued/posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency's website.

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

#### **Section 4 – Scope of Services**

Vendor shall perform and complete in a timely and satisfactory manner the services described in Attachment A captioned “Scope of Work”, which is attached hereto and made a part hereof by reference.

#### **Section 5 – Proposal Evaluation and Basis for Award**

**5.1** All proposals received in response to this RFP by the stated deadline will receive an evaluation. Agency will use an evaluation committee to review and evaluate the proposals using a 100-point scale. The evaluation of any proposal may be suspended and/or terminated at the Agency’s discretion at any point during the evaluation process at which time the Agency determines that said proposal and/or vendor fails to meet any of the mandatory requirements as stated in this RFP, the proposal is determined to contain fatal deficiencies to the extent that the likelihood of selection for contract negotiations is minimal, or Agency receives reliable information that would make contracting with the vendor impractical or otherwise not in the best interests of the MSDH and/or the State of Mississippi.

**5.2 Compliance Phase:** In this initial phase of the evaluation process, all proposals received are reviewed to determine if mandatory RFP requirements have been satisfied, meaning whether a proposal/vendor is responsive, responsible, and/or acceptable. Compliance requirements are not assigned a point percentage or score but are simply recorded as Pass or Fail.

Proposals with errors that do not alter the substance of the proposal can be accepted, and the Agency Procurement Director may allow the vendor to correct the problem as long as the irregularities are insignificant mistakes that can be waived or corrected without prejudice to other vendors. The Agency has the right to waive minor defects or variations of a proposal 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 vendor with the proposal for the Agency to properly evaluate the proposal, the Agency has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. Discussions may be conducted with vendors who submit proposals determined to be reasonably susceptible of being selected for the award, but proposals may also be accepted without such discussions. If any component received a Fail score (a “No” response) on any item or contains an item which for some reason cannot be evaluated, it shall be deemed as non-responsive and/or non-responsible. Failure to comply with these RFP requirements may result in the proposal being eliminated from further consideration. All proposals which are determined to be responsive, responsible, and/or acceptable will continue on to next phase.

**5.3 Analysis Phase:** In this phase of the evaluation process, the evaluation committee reviews to determine numerical scores for each proposal. The evaluation factors are listed in order of their relative importance and weight:

- **Cost (Weight/Value of 35%/Points)** – Cost is reviewed by the Agency Procurement Director and/or designee as it is objectively scored based. The lowest cost proposed will receive the maximum 35 points allocated to cost. The point allocations for cost on the other offers will be evaluated according to the following formula: Price of the lowest responsive and responsible offer divided by the price of the responsive and responsible offer being rated times the maximum 35 points allocated for cost equals the awarded points.

$$\frac{X}{Y} * 35 = Z$$

X = Lowest price  
 Y = Offeror's price  
 Z = Assigned points

- **Technical/Detailed Service Plan (Weight/Value of 34%/Points) (BLIND)** – Technical factors/service plan are scored by the evaluation committee without knowledge of the identity of the vendor (blind) and generally aid in determining the vendor's technical ability to perform the service. Technical factors to be evaluated include Quality and completeness of the Vendor's solutions and action plans for providing the services identified as well as how well the proposal demonstrates an understanding, responsiveness, effectiveness, efficiency, and value to MSDH and the State in the proposed approach.

**A. Understanding of the Project**

Vendors must provide comprehensive narrative statements that illustrate their understanding of the project and requirements that must be accomplished.

**B. Detailed Service Plan for the Project**

Vendors must provide comprehensive narrative statements to illustrate how the vendor will accomplish the work. The Vendor should include the following:

- A detailed timeline describing the proposed methodology and phasing.
- A description of how the Vendor will engage the various stakeholders in the process.

- **Management (Weight/Value of 31%/Points)** – Management factors are scored with knowledge of the identity of the vendor and generally aid in determining the vendor's past performance of the service or provision of the service. Management factors to be evaluated include personnel, experience, ability to provide timely services; the ability to technically implement and maintain the structure and resources for providing all services listed in this RFP, demonstrating where applicable the ability to perform the service reflected by technical training, education and general experience of staff and a documented record of past performance of providing HSEEP guideline compliant AAR/IP services.

**A. Project Management Plan**

Vendors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work

and meet the state's project schedule. Included in this section, the Vendor should include the following:

- A description of how the Vendor will ensure timely engagement by all stakeholders.
- A description of how you will manage the project to keep it on schedule. How will you accommodate delays?

## **B. Project Team**

Vendors must also provide a narrative description of the organization of the project team and a personnel roster that identifies lines of authority. For each person who will work on the contract, please provide the following:

- Title and identification of the work each individual will be responsible for, and;
- A Resume summary which is specific to each individual's related education, workhistory, project experience, and significant certifications held or honors awarded.

## **C. Project Certifications/Expertise**

The Vendor must also indicate which, of the following National Incident Management System Core Curriculum Courses (<https://training.fema.gov/nims/>), each of the proposed team members are certified in:

- ICS 100
- ICS 200
- ICS 300
- ICS 400
- ICS 700
- ICS 800
- K/L0146 – EMI HSEEP training or equivalent  
(<https://training.fema.gov/programs/nsec/hseep/>)

The Vendor must indicate clear and concise identification of subject matter expertise, by the proposed team members, in these 3 fields:

- Homeland Security and Emergency Management
  - Such as: EOC planning, response, command and control, etc.
- Health and Human Services
  - Such as: Public Health Emergency Response, Epidemiology, Laboratory Services, etc.
- Military Support/National Guard
  - Such as: Domestic operations, mission requests, EPLO, CERFP, etc.

**5.3 Best and Final Offer (BAFO)** – At the Agency's discretion, the top 3 scoring vendors may be given the opportunity to provide a BAFO relative to their cost proposal. The Agency will notify finalists if a BAFO may be submitted and will establish a date and time for submission.

Although a finalist is under no obligation to submit such an offer, any such BAFO should include any applicable revised financial exhibits and must be signed by an appropriate representative of your company. If a finalist chooses to not make a BAFO, the financial proposal included in your company's response to this RFP will be considered as the BAFO. Unsolicited BAFOs, including but not limited to such offers submitted by non-finalists, will not be accepted. The numerical scores for the Cost factor from the Analysis Phase will be adjusted for any BAFO received from a finalist.

**5.4 *The Agency reserves the right to award multiple contracts*** to provide the services described in this RFP to the responsible and responsive vendor(s) whose proposal is determined in writing to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation.

## **Section 6 – Minimum Vendor Qualifications**

The following minimum Vendor requirements are mandatory. Failure to meet any of these requirements may result in disqualification of the proposal submitted by your company. Please respond by restating each minimum requirement, including the number, listed below with documentation that proves specifically how your company meets that minimum criterion. Please include in your responses the total number of years and types of experience of your company. If, in the opinion of the procurement team, you fail to prove that your company meets any of these minimum requirements, the proposal will be disqualified from further evaluation. If this happens, you will be notified of the decision and will have an opportunity to provide additional information to prove your company does meet the minimum requirements. It is incumbent upon the disqualified Vendor to respond timely and completely to any such notice as unreasonable delays and/or non-responsive submissions may result in the disqualification being upheld without further review.

The Vendor must have:

**6.1 Prior Experience:** The Vendor must have three (3) years in the last five (5) of experience in comprehensive emergency management services including project management and planning, similar in scope as the work described in this RFP. Vendor must have three (3) years' experience providing After Action Review and Improvement Plan and the experience and capabilities to carry out the work contemplated and been in business and provided services equivalent or similar in requirements and scale to those described in this RFP for a minimum of 3 years. The determination of the length of time an entity has provided these services will be based upon the initial date the Vendor established a contractual relationship to provide such services. For each client, please specify:

- Client information, including the name, title, address, email address, and phone number of a person whom we may contact to confirm as needed,
- The type of work your company provided to the client,
- Contract effective dates for the time period(s) your company provided services to the client.

**6.2 Required Certification, Accreditation, and/or Licenses:** At least one member of the team must have completed the Homeland Security Exercise and Evaluation Program Training Course (E/K/L0146) or How to be an Exercise Evaluator Course (IS0130) <https://www.firstrespondertraining.gov/frts/npccatalog>. To meet this requirement, please provide a certificate of completion of this/these courses.

**6.3 Financial Stability or Solvency:** Vendor must be financially stable or solvent, if required. Each vendor shall submit copies of the most recent years independently audited financial statements as well as financial statements for the preceding three (3) years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Vendor must state the reason and, instead submit sufficient information to enable the Agency to access the financial stability or solvency of the vendor, such as financial statements, credit ratings, a line of credit, or other financial arrangements sufficient to enable the Vendor to be capable of meeting the requirements of this RFP. **Pass/Fail Score**

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

**6.7** The Vendor may also be required to give a past history and references in order to satisfy the Agency in regard to the Vendor's qualifications. The Agency may make reasonable investigations deemed necessary and proper to determine the ability of the Vendor to perform the work, and the Vendor 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 Vendor fails to satisfy the Agency that the Vendor is properly qualified to carry out the obligations of the Contract and to complete the work described therein.



## Section 7 – Proposal Submission Requirements

**7.1 Submission Format** – Each vendor must submit their written proposal in the style and format outlined herein.

MSDH discourages overly lengthy and costly proposals. In preparing a proposal response, all narrative portions should be straightforward, detailed, and precise.

Proposals must be typewritten on 8.5” x 11” paper (charts or graphs may be provide on legal-sized paper) using Times New Roman font type, font size 12, with standard half-inch margins. Appendices, as well as samples and templates required of the proposal need not comply with font and margin restriction. **Proposals shall not exceed 20 pages total.**

The proposal shall consist of three (3) separate sections: technical, cost, and management. Pursuant to Mississippi Code Annotated §§ 27-104-7 and 31-7-401 through 31-7-423, the State of Mississippi requires a **blind evaluation** of certain factors not requiring knowledge of the name of an offeror. All Vendor-identifying information shall be removed and/or redacted. Identifying information includes, but is not limited to, any prior, current and future names or addresses of the offeror, any names of incumbent staff, any prior, current and future logos, watermarks, and company colors, any information, which identifies the offeror as an incumbent, and any other information, which would affect the blind evaluation of technical factors. The Technical Section **shall have no identifying information (“Blind”)**; while the Cost and Management Sections will be allowed to have identifying information. Any proposals that do not adhere to these requirements within the “Blind” copy described in RFP Section 7.2.2 (b) below will be deemed non-responsive and may be rejected on that basis.

The three sections of the proposal shall be comprised as listed below. It is the Vendor’s responsibility to organize and separate the information into the sections and tabs accordingly.

### SECTION I TECHNICAL

**Tab 1 – Detailed Service Plan- (BLIND)** Provide a clear and concise plan of action to achieve the expected outcomes/results of the Scope of Work attached as Attachment A. Preparing the detailed service plan blind, meaning without any identifying information, instead of preparing it with identifying information then striking the identifying information before submission, may help with the flow of the document and make it easier for evaluators to read and evaluate.

### SECTION II MANAGEMENT

**Tab 2 – Proposal Cover Sheet (Attachment A) containing narrative questionnaire:** Failure to complete and/or sign may result in Vendor being determined nonresponsive. **Unauthorized modification or addition to any portion of the Attachment A may be cause for rejection of the proposal.**

In preparing your written response to the narrative questionnaire, you are required to repeat each question, including the number, or requirement followed by your response. Please provide complete answers and explain all issues in a concise, direct manner. If you cannot provide a direct response for some reason (e.g., your firm does not collect or furnish certain information), please indicate the reason rather than providing general information that fails to answer the question. “Will discuss” and “will consider” are not appropriate answers.

**Tab 3–Minimum Vendor Requirements Confirmation:** Respond by restating each minimum Vendor requirement and document how your company meets these minimum criteria. Refer to RFP Section 6.

**Tab 4 – References (Attachment D)** - each vendor must furnish a listing of at least three (3) trade references along with the contact person, address, and phone number for each. These references must be familiar with the Vendor’s abilities in the areas involved with this solicitation. Agency staff will use these references to determine the Vendor’s ability to perform the services. It is the responsibility of the Vendor to ensure that the reference contact information is correct and current. Agency staff will not track down references. Vendors should verify before submitting their proposal that the contact person and phone number are correct for each reference. Agency staff must be able to reach two (2) references for a vendor within two (2) business days of proposal opening to be considered responsive. Further, the Vendor must score a minimum of six (6) points on each Reference Score Sheet which will be used by the Agency staff when interviewing the two (2) references (for a total minimum scoring requirement of twelve (12) points) to be considered responsive and/or responsible. (See Section 6.5 and Attachments C and D.) Only vendors who are found responsive and/or responsible will have their proposals considered. Vendor may submit as many references as desired. Agency staff will begin contacting references at the top of the list and will continue down the list until they have completed Reference Score Sheets for two (2) references. After two (2) score sheets are completed, the reference check process will end.

**Tab 5 – Résumés for Key Staff** - Provide a complete résumé of key vendor staff who will be assigned to render services to the Agency, including detailed information on any special training or designations. Specifically identify the project manager and/or executive who will serve as the primary contact for the Agency. Provide each person’s total number of years of experience related to the services being requested in the RFP.

**Tab 6 – Any Additional Information Not Specifically Requested:** If you have additional information you would like to provide, include it as Tab 6 to your proposal. It is the proposer’s sole responsibility to submit information relative to the evaluation of its proposal and the Agency is under no obligation to solicit such information if it is not included with the proposal.

**Tab 7 – Signed Acknowledgment(s) of RFP Amendment(s)** (if any were posted)

### SECTION III COST

**Tab 8 – Fee schedule (Attachment C)** - all pricing must be submitted on the fee schedule. Failure to complete and/or sign the fee schedule may result in Vendor being determined non-responsive. **Modification or addition to any portion of the Attachment may be cause for rejection of the proposal.**

#### **Tab 9 -- Financial Statements**

#### **7.2 Submission Requirements**

- 7.2.1** One (1) signed original proposal package and an electronic copy (on CD, DVD or flash drive) of its proposal package submitted in a sealed envelope or package to the place identified for receipt of proposals no later than the time and date specified for receipt of proposals. 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 team, not the evaluation committee, will be the only ones with access to this electronic copy, which shall consist of the following:
- a. One (1) electronic copy of the complete proposal including all attachments in a searchable Microsoft Office® format, preferably in Word® or PDF®;
  - b. One (1) BLIND electronic copy of the complete proposal including “blind” copies of all attachments and referenced documents in a searchable Microsoft Office® format, preferably in Word® or PDF®. The Vendor is responsible for ensuring that the “blind” copy shall have no identifying information, specifically within the technical proposal. This requirement is necessary to help ensure the anonymity of the vendors from the evaluation committee that will review proposals. Blind proposals containing Vendor-identifying information may be disqualified; and,
  - c. One (1) REDACTED electronic copy of the complete proposal including all attachments and referenced documents in a searchable Microsoft Office® format, preferably in Word® or PDF®, *if the proposal contains confidential information, pursuant to RFP Section 7.2.13 below.*
- 7.2.2** The sealed envelope or package shall be marked with the proposal opening date and time, and the number of the Request for Proposals **Friday, September 2, 2022, 10:00 AM CST; RFP Number 3120002490**. Proposals are subject to rejection unless submitted with the information included on the outside the sealed proposal envelope or package.
- 7.2.3** Sealed proposals should be mailed or hand-delivered to and labeled as follows:

RFP for **COVID-19 AFTER ACTION REPORTS/IMPROVEMENT PLANS**  
**RFP RFX Number 3120002490**

Submission Deadline: Friday, September 2, 2022, 10:00 AM

Attention: Jennifer Dotson, Proposal Coordinator

MISSISSIPPI STATE DEPARTMENT OF HEALTH

570 E. Woodrow Wilson Ave.

Jackson, MS 39216-4538

SEALED PROPOSAL – DO NOT OPEN

- 7.2.4** All proposal packages must be received by the Agency no later than Friday, September 2, 2022, 10:00 AM. Proposals submitted via facsimile (fax) machine **will not** be accepted. It is suggested that if a proposal 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, USPS, 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 proposal.
- 7.2.5** In addition to the paper copy, vendors may also submit a proposal package on-line in the State of Mississippi electronic procurement system, the State of Mississippi's Accountability System for Governmental Information and Collaboration (MAGIC). **Submission through MAGIC, however, it is not mandatory.** In order to submit electronically vendors must be registered as a vendor in MAGIC system and have an I.D. number and password assigned at the time of registration. Registering as a supplier with the State of Mississippi allows businesses to register for upcoming RFX opportunity notifications by the products they supply, search the system for upcoming RFXs, respond to RFXs electronically, and receive purchase orders by email. In order to register, please go to the following website: <http://www.DFA.ms.gov/DFA-offices/mmrs/mississippi-suppliers-vendors/supplier-self-service/>. Technical assistance may be found at <http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/>.
- 7.2.6** If submitting via MAGIC, the documents are required to be uploaded in the same format required for the paper submission. The paper submission will take precedence if there is a discrepancy between the two.
- 7.2.7** Timely submission of the proposal package is the responsibility of the Vendor. Proposals received after the specified time will be rejected and maintained unopened in the procurement file. A proposal received at the place designated in the solicitation for receipt of proposals 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.
- 7.2.8** The time and date of receipt will be indicated on the sealed proposal envelope or package by Agency staff. The only acceptable evidence to establish the time of receipt at the office identified for proposal opening is the time and date stamp of

that office on the proposal wrapper or other documentary evidence of receipt used by that office.

- 7.2.9** Each page of the proposal must be numbered. Multiple page attachments and samples should be numbered internally within each document, and not necessarily numbered in the overall page number sequence of the entire proposal. The intent of this requirement is for the Vendor to submit all information in a manner that it is clearly referenced and easily located.
- 7.2.10** Failure to submit a proposal on the fee schedule provided will be considered cause for rejection of the proposal. **Modifications or additions to any portion of the proposal document may be cause for rejection of the proposal.** The Agency reserves the right to decide, on a case-by-case basis, whether to reject a proposal with modifications or additions as non-responsive.
- 7.2.11** 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 Agency reserves the right to permit the Vendor to withdraw nonconforming terms and conditions from its proposal response prior to a determination by the Agency of non-responsiveness based on the submission of nonconforming terms and conditions.
- 7.2.12** As a precondition to proposal acceptance, the Agency may request the Vendor to withdraw or modify those portions of the proposal deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.
- 7.2.13** Any Vendor 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.

If the proposal contains **confidential information**, one (1) redacted electronic copy of the complete proposal including all attachments shall be labeled “**Redacted**” and submitted in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®).

If a redacted copy is not submitted, the Agency shall consider the entire Proposal to be public record. The redacted copy should identify which section or information has been redacted and the Vendor shall provide the specific statutory authority for the exemption. Per Mississippi Code Annotated § 25-61-9(7), the type of service to be provided, the price to be paid, and the term of the Contract cannot be deemed confidential.

The redacted copy shall be considered public record and immediately released, without notification to Vendor, pursuant to any request under the Mississippi Public Records Act, Mississippi Code Annotated §§ 25-61-1 *et seq.* and 79-23-1. Redacted copies shall also be used/released for any reason deemed necessary by

the Agency, including but not limited to, submission to a regulatory entity, posting to the Transparency Mississippi website, etc.

### **Section 8 – Vendor Certification**

The Vendor agrees that submission of a signed proposals, fee schedule, and BAFO (if requested), is certification that the Vendor will accept an award made to it as a result of the submission. Under no circumstances, shall the maximum time for proposal acceptance by the State extend beyond one (1) year from the date of opening.

### **Section 9 – Debarment**

By submitting a proposal, the Vendor certifies that it is not currently debarred from submitting proposals 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 proposals for contracts issued by any political subdivision or agency of the State of Mississippi.

### **Section 10 – Registration with Mississippi Secretary of State**

By submitting a proposal, the Vendor 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 (7) business days of being notified by the Agency that it has been selected for contract award. Sole proprietors are not required to register with the Mississippi Secretary of State.

### **Section 11 – Insurance, Bonds, or Other Sureties**

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

**11.1.1 Workers Compensation** coverage as required by the State of Mississippi. The policy shall provide coverage for all states of operation that apply to the performance of scope of work.

**11.1.2 Comprehensive General or Commercial Liability** for operations and contractual liability adequate to cover the liability assumed hereunder with limits of not less than \$500,000 on account of any one person and \$1.2 Million for each occurrence of property damage and personal injury.

**11.1.3 (Subcontractor)** The Vendor is responsible for ensuring that any subcontractors provide adequate insurance and/or bond coverage for the activities arising out of subcontracts.

**11.2** Additionally:

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

- 11.2.2 All insurances policies will list the State of Mississippi as an additional insured.
- 11.2.3 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 Insurance Department.
- 11.2.4 Vendor shall submit to the Agency within 14 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 the allotted period may be cause for your proposal to be declared non-responsive or for your contract to be cancelled.
- 11.2.5 Vendor shall obtain at the Vendor's expense the insurance and/or bond requirements specified in the procurement and Contract prior to performing under this Contract, and the Vendor 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.
- 11.2.7 Vendor shall submit renewal certificates as appropriate during the term of the Contract.
- 11.2.8 Vendor shall instruct the insurers to provide the Agency 30 days advance notice of any insurance cancellation.
- 11.2.9 Vendor 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.
- 11.2.10 There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance and/or bond coverage(s) to the 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 the Agency.

## **Section 12 – Proposal Opening**

Submitted proposals shall be opened at the time/date designated in Section 2. The proposal opening is not open to the public.

## **Section 13 – Award Notification**

Award for this procurement will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website at [https://www.ms.gov/dfa/contract\\_bid\\_search/Bid?autoloadGrid=False](https://www.ms.gov/dfa/contract_bid_search/Bid?autoloadGrid=False)

and the Agency website at <http://www.msdh.ms.gov> under RFPs/Grants in the bottom left corner of the webpage for 48 hours prior to Official award notices. After public posting, MSDH will notify in writing the responsible Offeror(s) whose proposal is determined to be the most advantageous to the State taking into consideration evaluation factors set for herein. Notice of intended Contract award will be sent via e-mail.

## **Section 14 – Procurement Methodology**

### **14.1 Restrictions on Communications with Agency and Agency Staff**

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

### **14.2 Vendor Investigations**

Before submitting a proposal, each vendor 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 Vendor will rely. If the Vendor receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Vendor 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.

### **14.3 Expenses Incurred in Preparing a Proposal**

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

### **14.4 Independent Price Determination**

By submitting a proposal, the Vendor certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other 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. The prices quoted shall be inclusive of, but not limited to the following: all required labor; all required equipment/material; all required insurance, bond, or other surety; all required overhead/profit; all required applicable taxes; all required vehicles; all required fuel and mileage; all required travel; all required labor and supervision; all required training; all required business and professional certifications, licenses, permits, or fees; and, any and all other direct or indirect costs, incurred or to be incurred. All pricing should include all associated costs with no additional or hidden fees.



## **14.5 Rejection of Proposals**

A proposal that includes terms and conditions that do not conform to the terms and conditions in the RFP document is subject to rejection as non-responsive. Further, submission of a proposal that is not complete and/or signed is subject to rejection as non-responsive. The Agency reserves the right to permit the Vendor to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Agency staff of non-responsiveness based on the submission of nonconforming terms and conditions. Furthermore, if a Vendor's price is substantially higher or lower than those of other vendors, meaning those in excess or deficient of a twenty-five percent (25%) differential, the Vendor's price may be deemed non-responsive.

MSDH reserves the right to reject any or all proposal received in response to the RFP, cancel the RFP in its entirety, or issue another RFP.

## **14.6 Withdrawal of Proposals**

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

- (1) The proposal is submitted in good faith;
- (2) The price bid/offered is substantially lower than those of other vendors because of a mistake;
- (3) The mistake is a clerical error, not an error of judgment; and,
- (4) Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the proposal 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 proposal that includes a clerical error after proposal opening, the Vendor must give notice in writing to the Agency of claim of right to withdraw a proposal. Within two (2) business days after the proposal opening, the Vendor requesting withdrawal must provide to the Agency all original work papers, documents, and other materials used in the preparation of the bid/offer.

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

No vendor who is permitted to withdraw a proposal 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 proposal are permitted after the time and date set for the proposal opening; only complete withdrawals are permitted.

## 14.7 Post-Award Vendor Debriefing

An Offeror, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by Jennifer Dotson, Proposal Coordinator within three (3) business days of notification of the contract award. A post-award vendor 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 an Offeror prefers to have legal representation present, the Offeror must notify Jennifer Dotson, Proposal Coordinator in writing and identify its attorney by name, address, and telephone number. The agency will schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

For additional information regarding Post-Award Vendor Debriefing, as well as the information that may be provided and excluded, please see Section 7-113 through 7-113.07, Post-Award Vendor Debriefing, of the *PPRB OPSCR Rules and Regulations* as updated and replaced by PPRB.

## 14.8 Protests

Any actual or prospective Offeror who is aggrieved in connection with this solicitation or the outcome of this RFP may file a protest with the Jennifer Dotson, Chief Procurement Officer. The protest shall be submitted within seven (7) calendar days of the Notice of Intent to Award the contract, in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. The written protest letter shall contain an explanation of the specific basis for the protest. All protests must be in writing, dated, signed by the offeror or an individual authorized to sign contracts on behalf of the protesting Offeror, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The protesting Offeror must provide facts and evidence to support the protest. *A protest is considered filed when received by Jennifer Dotson, Chief Procurement Officer via either U.S. Postal Service mail, postage prepaid, or by personal delivery.* **Protests filed after 5:00 PM CST, seven (7) calendar days of Notice of Intent to Award, will not be considered.**

## Section 15 –Contract, Terms and Conditions

The release of this RFP does not constitute an acceptance of any submitted proposal, nor does such release in any way obligate MSDH to execute a contract with any offeror. MSDH reserves the right to accept, reject, or negotiate any and all offers 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 draft Contract has been included as **Attachment F** to this RFP for your review. Any contract entered into with the Agency pursuant to this RFP shall include clauses required pursuant to the *PPRB OPSCR Rules and Regulations* as updated and replaced by PPRB. These required clauses are mandatory and are nonnegotiable. A copy of the required contract clauses can be found at <https://www.dfa.ms.gov/media/9413/pprb-opscr-rules-and-regulations-eficetive-01182020.pdf>

MSDH discourages exceptions from the draft contract content, regardless of content being required or not. Such exceptions may cause a proposal to be rejected as non-responsive. Proposals which condition the proposal based upon the State accepting other terms and conditions not found in the RFP, or which take exception to the State's terms and conditions, may be found non-responsive, and no further consideration of the proposal will be given.

Any contract resulting from this RFP shall consist of the contract, this RFP, its amendments, the offeror's proposal and the Best and Final Offer.

### **Section 16 – Agency Website**

This RFP, any amendment thereto, such as Questions and Answer document(s) and Summary of Pre-Proposal Conference, Tour, or Site Visit, if any were issued, the Notice of Intent-To-Award, and the Evaluation Report will be posted on the Agency website Agency website at <http://www.msdh.ms.gov> under RFPs/Grants in the bottom left corner of the webpage and on the Mississippi Contract/Procurement Opportunity Search Portal website at [https://www.ms.gov/dfa/contract\\_bid\\_search/Bid?autoloadGrid=False](https://www.ms.gov/dfa/contract_bid_search/Bid?autoloadGrid=False).

### **Section 17 – Attachments**

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

## **Attachment A Scope of Work**

The services of this solicitation require an After-Action Report (AAR) and Improvement Plan (IP), related to the State of Mississippi's response to the COVID-19 Pandemic, which began in January 2020 through the end of the State of Emergency in June 2021. The vendor shall develop an AAR/IP that details a timeline of events, best practices and areas for improvement in each focus area and improvement plan matrices. The State of MS will utilize the AAR/IP to update plans, procedures policies, training programs and exercises related to Pandemic and Emergency Response operations.

### **I. Internal MSDH AAR Scope of Work**

The selected vendor will conduct an After-Action Review that will result in an After-Action Report (AAR) and Improvement Plan (IP) related to the agency's efforts to the Mississippi COVID-19 Pandemic Planning and Response. The AAR must meet National Incident Management System (NIMS) and Homeland Security Exercise and Evaluation Program (HSEEP) 2020 guidance. The emphasis of the report should be on prioritized, clear, and actionable recommendations for improving the MSDH's planning, training, exercise, response and recovery work. The report and plan should be developed in meaningful collaboration with key leadership of the agency who directed activities of the response and the Office of Emergency Preparedness and Response (OEPR) to ensure understanding and ownership of final recommendations.

Consultant shall be responsible for all activities required to prepare and finalize an adopted After-Action Report and Improvement Plan.

Regional MSDH response team member hotwash sessions were conducted in May-July 2022 and feedback forms with data from these sessions will be available to the selected vendor. The scope of this AAR includes the following key areas, which will enable improvement actions for updating plans and the next event.

1. A structured review of the agency's response activities
2. Data collection including (responders are from MSDH locations statewide)
  - a. Documentation review
  - b. Review of current feedback forms and surveys
  - c. Additional feedback forms as needed
  - d. Interviews
  - e. Additional hotwash and debrief
3. Data Analysis including
  - a. What happened? What was supposed to happen based on current plans, policies, and procedures?
  - b. Was there a difference? What was the impact?
  - c. Do plans, policies, and procedures support activities and associated tasks?
  - d. Are MSDH responders familiar with these documents?
  - e. What are the strengths and areas of improvement to remedy deficiencies?
4. Data Synthesis including
  - a. Event reconstruction
  - b. Trend analysis

- c. Root cause analysis
- 5. Analysis of Core Capabilities.
- 6. Identification of major strengths.
- 7. Identification of primary areas for improvement.
- 8. An Improvement Plan that includes:
  - a. Issues/Area for Improvement,
  - b. Corrective Actions/Recommendations,
  - c. Capability Elements,
  - d. Primary Responsible Area of the Agency,
  - e. Assigned Agency Area Point of Contact
- 9. After-Action Meeting including
  - a. An interactive session providing attendees the opportunity to discuss and validate the analytical findings and corrective actions in the draft AAR/IP
- 10. Final consensus AAR/IP including
  - a. SMART guidelines for corrective actions
  - b. Responsible parties for improvement plan items
  - c. Timeline for addressing improvement item

## **II. Statewide Mississippi COVID-19 Pandemic Planning and Response AAR Scope of Work**

MSDH is also seeking consulting services to conduct an After-Action Review that will result in an After-Action Report (AAR) and Improvement Plan (IP) related to the statewide efforts to the Mississippi COVID-19 Pandemic Planning and Response. The AAR must meet National Incident Management System (NIMS), Homeland Security Exercise and Evaluation Program (HSEEP) 2020 guidance and others, as applicable. The emphasis of the report should be on prioritized, clear, and actionable recommendations for improving the State's planning, response and recovery work. The report and plan should be developed in meaningful collaboration with key leadership of Emergency Support Functions (ESFs) who directed activities of the response to ensure understanding and ownership of final recommendations.

Consultant shall be responsible for all activities required to prepare and finalize an adopted After-Action Report and Improvement Plan.

The scope of this AAR includes the following key areas, which will enable improvement actions for the next event.

- 1. A structured review of the State's response activities.
- 2. A summary of the what, why and how of the State's response.
- 3. Analysis of ESF Capabilities.
- 4. Identification of major strengths.
- 5. Identification of primary areas for improvement.
- 6. An Improvement Plan that includes:
  - a. Issues/Area for Improvement,
  - b. Recommendations,
  - c. Capability Elements,
  - d. Primary Responsible ESF/Organization,
  - e. ESF/Organization Point of Contact

7. After-Action Meeting including
  - a. An interactive session providing attendees the opportunity to discuss and validate the analytical findings and corrective actions in the draft AAR/IP
8. Final consensus AAR/IP including
  - a. SMART guidelines for corrective actions
  - b. Responsible parties for improvement plan items
  - c. Timeline for addressing improvement item

### **III. Common Approach for each AAR/IP**

Consultant should include the following:

1. Engagement of all stakeholders through outreach, introduction, and overview of the project
2. Completed in modules with established timelines
3. Information collection:
  - a. For each AAR, development of a research plan for on- and off-site data collection, analysis, and development of lessons learned. Data collection will consist of, but not be limited to:
    - i. Collection and review of digital and hard copy materials
    - ii. Confidential interviews
    - iii. Focus groups/round tables
    - iv. Surveys
    - v. Media analysis
  - b. Data analysis will compare how specified processes and activities should have worked (identified through analysis of our plans as well as established best practices), with actual performances. Identify trends, timelines, conduct quantitative and qualitative analysis as appropriate, and root cause analysis.
  - c. Data analysis will yield a set of observations, lessons learned, strengths and areas for improvement which will be organized and categorized according to the CDC's Public Health Preparedness Capabilities, with context and recommendations provided for each. The analysis will include trend and root cause analysis to identify causal factors for why an expected action did not occur or was not performed as expected.
4. After-Action Meeting including
  - a. An interactive session providing attendees the opportunity to discuss and validate the analytical findings and corrective actions in the draft AAR/IP
5. Final consensus AAR/IP including
  - a. SMART guidelines for corrective actions
  - b. Responsible parties for improvement plan items
  - c. Timeline for addressing improvement item

Conduct a review of overarching preparedness planning, including the following:

- State and local emergency plans and inclusion of contingencies for applicable scenarios

- Capabilities associated with incident planning
- Response to previous incidents
- Interoperability plans
- Pre-staging of resources
- Activation of the State Emergency Operations Centers (EOCs) and staffing levels

#### **IV. Response**

Conduct a review of response activities for the criteria listed below, during the response phase of the event.

#### **V. Project Phases**

The State anticipates a four-phased approach to developing an effective AAR, however alternate proposals are allowable:

- Phase I: Project Initiation
- Phase II: After Action Interviews, Surveys, and Documentation Review
- Phase III: AAR Report and Improvement Plan Development
- Phase IV: Presentation of Final AAR/IP

#### **A. Phase I: Project Initiation**

The selected vendor will conduct a project management team meeting with MSDH OEPR Project Manager to validate the proposed work plan, identify key stakeholders (internal & external), clarify the main areas or issues that should be covered in each AAR, and review the proposed timeline for completing the AAR.

The selected vendor and the MSDH OEPR Project Manager will identify key personnel from both internal (MSDH) and Statewide, including agencies, departments, and community partners to be interviewed.

The selected vendor shall establish a secure project team collaboration website using Microsoft SharePoint/Teams. This website shall be hosted and maintained by the successful vendor throughout the project and will serve as a document repository, allowing designated users access to documents (including both current and archived versions) throughout the project. All documents shall become the property of the State of Mississippi upon project completion.

The vendor shall conduct an in-person Stakeholder Kickoff Meeting with appropriate representatives of departments, agencies and organizations that will be involved in the after action review process. The meeting will include several stakeholder groups.

#### **Phase I Anticipated Deliverables**

1. Project management team meeting (via video-conference)
  - a. Draft meeting agenda
  - b. Final meeting agenda
  - c. Meeting materials
  - d. Draft meeting notes (within 5 business days of meeting)
  - e. Final meeting notes

2. Final work plan and timeline – agreed upon by both parties (State and Vendor)
3. Activate Microsoft SharePoint/Teams project website
4. Stakeholder Kick Off Meeting (may be virtual)
  - a. Registration of participants
  - b. Participant Sign in Sheet
  - c. Draft Stakeholder Meeting Agenda
  - d. Final Stakeholder Meeting Agenda
  - e. PowerPoint Presentation
  - f. Meeting handouts (copies for all meeting participants)

## **B. Phase II: After Action Interviews, Surveys, and Documentation Review**

MSDH will provide the selected vendor with a copy of all applicable plans that were in place/activated during the incident and any operational materials that were utilized, including incident action plans, meeting minutes, situation reports, status updates, hotwash feedback data, etc. The vendor shall review plans and other documentation to obtain information that can contribute to the after-action process, after-action review report, and the implementation plan. The document review process will help the successful vendor understand the roles and responsibilities of the various entities, the processes that were expected to be followed, and the capabilities and technology available to responding entities. Review of incident reports (such as incident action plans, situation reports, etc.) will allow the successful vendor to build the incident overview and an incident response timeline.

Documents to review include, but may not be limited to:

- MS Comprehensive Emergency Management Plan
- MSDH Concept of Operations Plan and applicable annexes
- Situational Reports
- Incident Action Plans
- Operational Plans
- Governor’s Reports
- Web EOC entries
- Logs from participating Emergency Operations Centers and other operational facilities

The findings from this review will be incorporated into the after-action review at the appropriate time. However, a draft of this section of the after-action review report is a deliverable under this task. This section should detail best practices and identified gaps from the documentation review. The findings from this review must also be interwoven into the after-action review where appropriate (and not merely serve as a standalone section of the AAR report).

The successful vendor will then coordinate and facilitate after-action interviews and/or surveys with internal and external agencies, organizations, and other stakeholders involved in the response. The interviews can be in person or virtual. The after-action interviews will include, but are not limited to, the following areas as appropriate:

- Common preparedness and response issues
- Emergency Operations Center (EOC) operations
- Healthcare/Hospital support/System of Care



- EMS transportation/Alternate Care Sites/Crisis Standards of Care
- Health Equity operations
- Call Centers
- Epidemiology Surveillance
- Epidemiology/Case Investigation
- Epidemiology/Contact Tracing
- Outbreak Investigation
- COVID Testing
- Laboratory/Testing
- Vaccine Management and Distribution
- Logistics
- Re-opening Guidance
- Public Information
- Health Informatics
- Financial and Administrative Preparedness
- Response Staffing

The successful vendor must recognize that the State is still coordinating response and recovery efforts, and some agencies may not easily be able to participate in interviews. The selected vendor may propose to distribute surveys to individuals, agencies, and organizations that are unable to participate in the after-action interviews. MSDH will review the proposed interview topics and/or the surveys prior to conducting the interviews/surveys.

### **Phase II Anticipated Deliverables**

1. Documentation Review
  - a. Review documents as detailed above
  - b. First draft of the incident overview, timeline and documentation review section of the AAR Report.
2. Interviews/Surveys
  - a. Direct scheduling of interviews with stakeholders
  - b. Draft interview/survey questions for each interview
  - c. Final interview/survey questions for each interview
  - d. Conduct interviews or surveys with stakeholders
  - e. Documented notes from each interview session

### **C. Phase III: AAR Report and Improvement Plan Development**

The AAR/IP must assess strengths, identify areas for improvement, and present a “roadmap” for improvements that may be needed. The AAR/IP document will be a concise discussion of the findings identified during interviews and surveys, including strategies and action items that should be implemented to improve future response and recovery efforts.

The successful vendor will develop an annotated outline for the State project manager to approve. Upon approval of the outline, the selected vendor will develop an initial draft, in alignment with the agreed upon timeline, and not later than 30 days after completion of interviews. The successful vendor will follow up with interviewees for any corrections,

clarifications, and additional feedback necessary. The AAR will be finalized through incorporation of the corrections, clarifications, and other feedback provided by stakeholders, interviewees, MSDH, the Mississippi Department of Public Safety, the Mississippi Emergency Management Agency, applicable ESF's and the National Guard.

The AAR/IP must include a detailed root cause analysis for each area of improvement, as well as a recommended course of action including specific, measurable, achievable, relevant, and time-bound (SMART) guidelines for corrective actions to address each area for improvement. The IP component of the report must contain IP matrices which assign responsible parties and timeframes for implementing recommended actions.

The AAR/IP must be constructed to detail overall findings that relate to global preparedness, response and recovery findings and an associated improvement plan matrix. In addition, the AAR/IP must include jurisdictional/function-specific annexes that detail findings and an IP matrix for each jurisdictional/functional area.

The Draft 1 AAR/IP (full report including annexes) must be provided to MSDH for review and comment. The vendor will conduct a meeting with MSDH to review this initial report. The vendor will then incorporate edits and comments from MSDH through an iterative process until MSDH approves an updated draft, which will become the Draft 2 AAR Report.

The pertinent components of the Draft 2 AAR/IP will be shared with the stakeholders for review and comment. All stakeholders will receive the global portion of the report, as well as their associated annex(es). The successful vendor shall coordinate and conduct an interactive AAR after-action meeting with the stakeholder groups to review the AAR and to discuss and validate the analytical findings and corrective actions and obtain support for the actions and strategies outlined in the improvement plan matrix. The selected vendor will facilitate, at minimum, a two-hour session to discuss the AAR and any needed revisions. The selected vendor will provide a lead facilitator and a support facilitator.

The vendor will incorporate stakeholder feedback into the report and the annexes and provide the updated version of the full draft AAR Report (Draft 3 AAR Report) to for review within 60 days of the after action conference. Once MSDH has reviewed the Draft 3 AAR Report, the vendor will develop the final Draft AAR Report.

The selected vendor understands that there may be significant public and media interest in the findings of the report. If desired by the State, the selected vendor will develop both a public version and a "For Official Use Only" version of the AAR. The final Draft AAR Report will be submitted to the State for final review and comment. The State's final comments will be provided within fifteen business days of receipt of the final Draft AAR Report.

### **Phase III Anticipated Deliverables**

1. AAR outline, delivered electronically
2. Draft 1 AAR, delivered electronically

3. Conduct meeting with MSDH
  - a. Meeting Agenda
  - b. PowerPoint Presentation
  - c. Meeting Materials
4. Draft 2 AAR Report
5. Conduct after action meeting with stakeholders/functional groups
  - a. Meeting coordination and notification for each conference
  - b. Meeting agenda for each conference
  - c. PowerPoint presentation for each conference
  - d. Meeting materials for each conference
6. Draft 3 AAR Report
7. Final Draft AAR Report

#### **D. Phase IV: Presentation of Final AAR/IP**

Upon incorporation of any revisions to the final draft, the vendor shall submit the final report electronically to MSDH within seven to ten business days. The vendor will conduct a meeting with MSDH and other key leadership to present and conduct a final review of the Final Draft AAR/IP. The vendor will incorporate feedback received from the meeting and finalize the AAR/IP.

Upon acceptance of the final AAR/IP, the State shall consider the project complete, and the deliverables accepted. 5% of the final payment will be held back until the project is completed.

#### **Phase IV Anticipated Deliverables**

1. Presentation
  - a. Draft Meeting Agenda
  - b. Final Meeting Agenda
  - c. PowerPoint Presentation
  - d. Meeting Materials
2. Electronic version of FINAL AAR/IP

### **ADDITIONAL INFORMATION FOR CONSIDERATION**

The following information is provided to assist vendors in understanding the overall **MS COVID-19 Planning and Response** (Includes but not limited to the following).

#### **Timeframe**

- March 2020
- Ongoing

#### **Key Objectives**

- Continue to communicate CDC/MSDH guidance and policies to stakeholders
- Continue to coordinate the mobilization of state resources to assist local response efforts and coordinate requests for additional support from federal and other resources.
- Continue to maintain sufficient virus testing supplies

- Continue to provide emergency allocation of PPE, prioritization of rapid antigen tests, vaccine and monoclonal antibodies, to include staff, equipment, sites and supplies
- Continue to support the COVID-19 hotline locations
- Continue to provide and plan for enhanced community mitigation efforts.
- Continue to resource, refine, and support the updates to the FY2021 COVID-19 System of Care Plan Source, resupply and continue long range planning for state caches.
- Continue to develop and support the COVID-19 state testing plan.
- Further development of staffing plans to augment hospitals, alternate care sites, and other healthcare facilities.
- Continue to plan and support enhanced testing for K-12, teachers, staff and administration, colleges and universities, first responders and licensed childcare facility workers.
- Enhance protection of vulnerable populations in Long-Term Care facilities.
- Continue to plan, develop, and implement a vaccination program according to CDC guidelines and MSDH Point of Dispensing (POD) System of Distribution, including distribution to enrolled providers, operation of mobile (pop ups) vaccination sites, community vaccination events, and monitoring for adverse reactions.

#### Cases and Deaths

- 796,645 total cases as of April 21, 2022
- 12,432 deaths as of April 21, 2022

#### Agencies/Organizations (Approximate Responders) \*

- MSDH - MS State Department of Health (1,000)
- UMMC – University of MS Medical Center
- MEMA - MS Emergency Management Agency (65)
- MDOT - MS Department of Transportation
- MDHS - MS Department of Human Services (1,065)
  - MS Commission for Volunteer Service (4)
  - American Red Cross
  - MS Department of Education (30)
  - MIHL - MS Institutions of Higher Learning (10)
  - MS Department of Rehabilitation Services (22)
  - The Salvation Army
- MSU – MS State Extension Service (184)
- MDEQ – MS Department of Environmental Quality (8)
- MS Board of Animal Health (2)
- MSNG - Mississippi National Guard (1,500)
- MEHC - MS Emergency Support Function-8 Healthcare Coalition (30)
- MDPS – MS Department of Public Safety
- MDES – MS Department of Employment Security (230)
- Contractors (Maverick, Horne, Nurses)

*\*Numbers do not reflect responders working for individual hospitals, nursing homes, K-12 schools, universities, medical suppliers, counties and municipalities, etc.*

## Public Information Officer/Communications

- Press Releases
- Media Campaigns
- Website
- Social Media
- Public Health Report
- Media Alerts
- MS Ready App

## Operations

- Testing Sites (916 as of April 7, 2022)
  - Drive thru/Drive up
  - Outbreak
  - Long-Term Care 189
  - Health Disparity
  - TSA – Teachers, Students, Administrators
- Vaccinations (MSDH First Dose 431,405/Second Dose 405,876/Third Dose 8,065/Booster 27,538 as of March 31, 2022)
  - Drive thru
  - Walk thru
  - Pop Ups (Mobile)
  - County Health Departments
- Healthcare Intelligence
  - Hospitals
  - Long-Term Care
- COVID-19 System of Care
  - Self-Designated COVID-19 Centers (63)
  - MEDCOM/Transportation
  - Alternate Care Sites (3)
  - Rural Hospital COVID-19 Convalescing Facilities (22)
- Call Centers (Cumulative Hotline Total 604,582 as of March 7, 2022/Automated Cumulative Total 1,264,665 as of January 1, 2022)
  - MSDH
  - Contract
- Epidemiology
  - Case Investigations (796,262 as of April 13, 2022)
  - MSDH – Epidemiology Response Teams
  - Contact Tracing
  - Outbreak

- Laboratory Testing (3,269,775 PCR tests as of April 24, 2022)
  - MSDH Lab
  - Other Labs
- Health Equity
  - Testing Events
  - Vaccination Events
  - Education Dissemination

Logistics – MSDH, MEMA, Contractors

- PPE/Supplies
- Durable Resources
- BinaxNow
- Healthcare Facilities (Hospitals, Nursing Homes)
- Schools
- Counties/Municipalities/Emergency Managers
- Vaccination Sites
- Testing Sites
- Warehouses
- WebEOC

Planning

- Resource
- Documentation
- Situation Report/Operational Summary
- Incident Action Plan (56 as of November 2021)
- Daily/Weekly Brief
- Meetings (Unified Coordination Group, Command & General Staff, Planning, Weekly Brief, Testing and Vaccination Update, 58K)

Finance

- Activity Log (ICS 214)
- Response Time Verification Sheets
- Travel
- Purchasing
- Contracts
- Emergency Purchases
- Quotes/Bids
- 213 Resource Requests

**Attachment B**

**PROPOSAL COVER SHEET**

Proposals are to be submitted as listed below, on or before **Friday, September 2, 2022, 10:00 AM CST.**

PLEASE MARK YOUR ENVELOPE:

RFP for **COVID-19 AFTER ACTION REPORTS/IMPROVEMENT PLANS**

**RFP RFX Number 3120002490**

Submission Deadline: Friday, September 2, 2022, 10:00 AM CST

Attention: Jennifer Dotson, Proposal Coordinator

MISSISSIPPI STATE DEPARTMENT OF HEALTH

570 E. Woodrow Wilson Ave.

Jackson, MS 39216-4538

SEALED PROPOSAL – DO NOT OPEN

**Name of Company:** \_\_\_\_\_

**Proposal By:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**City/State/Zip:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Name, title, phone number, and email address of Company Representative to be contacted by Agency, if different than person identified above:** \_\_\_\_\_

**In addition to providing the above contact information, please answer the following questions regarding your company:**

1. What month and year was your company started/established?

2. How many years has your company been in the business of performing the services called for in this RFP?
3. Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation.
4. For how many customers has your company provided the equivalent or similar services in requirements and scale to those services described in this RFP for in the past three (3) years?
5. Has your company ever been involved in a lawsuit involving any area covered by this RFP? If yes, provide details including dates and outcomes.
6. During the past three (3) years, has your company, related entities, principals or officers ever been a party in any material criminal litigation, whether directly related to this RFP or not? If yes, provide details including dates and outcomes.
7. Has 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.
8. Has your company had any HIPAA breaches or incidents determined to be reportable to the U.S. Department of Health and Human Services (DHHS) within the last three (3) years? If yes, please describe the circumstances and the corrective action in detail.
9. Confirm that your company is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any federal department or agency, or by any political subdivision or agency of the State of Mississippi.
10. Please confirm the proposal is valid for at least one (1) year subsequent to the date of submission.
11. List up to three (3) governmental clients for whom your company has provided one or more of the services requested in this RFP. If possible, please list three additional clients besides any previously listed references. For each client, specify the type of work performed by your company and the period of time retained as a client. 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.
12. List all clients that have discontinued use of your services 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 discontinued



**Attachment C**

**FEE SCHEDULE**

<b>Company</b>	
<b>Contact Person</b>	
<b>Email</b>	
<b>Telephone Number</b>	

The pricing quoted shall be all inclusive. Pricing should be inclusive of, but not limited to, all required equipment/material(s), required insurance, bond, or other surety, overhead/profit, applicable taxes, vehicles, fuel and mileage, travel, labor and supervision, training, required business and professional certifications, licenses, permits, or fees and any and all other direct or indirect costs, incurred or to be incurred.

<b>Project Phase</b>	<b>Pricing</b>
<b>Phase I – Project Initiation</b>	\$
<b>Phase II – After Action Interviews, Surveys, and Documentation Review</b>	\$
<b>Phase III – AAR Report and Improvement Plan Development</b>	\$
<b>Phase IV – Presentation of Final AAR/IP</b>	\$
<b>Project Completion</b> 5% of total cost withheld until final product submitted and approved.	\$
<b>Total</b>	<b>\$</b>

***(\*\*The Total will be used to award points for Price\*\*)***

***The Deliverable Payment Schedule will be based on completion of each Phase, with 5% held back until completion of the entire project.***

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 Request for Proposals and Attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in the Request for Proposals and Attachments thereto;
3. That the company agrees to all provisions of the Request for Proposals and Attachments thereto including, but not limited to, be included in any contract resulting from this RFP (Attachment E);
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 vendor certifies that it is not currently debarred from submitting proposals 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 proposals for contracts issued by any political subdivision or agency of the State of Mississippi.
8. **INDEPENDENT PRICE DETERMINATION:** The vendor certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other 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 the fee schedule may result in the proposal being rejected as non-responsive. Modifications or additions to any portion of this proposal document may be cause for rejection of the proposal.**

**Attachment D**

**REFERENCES**

Vendor may submit as many references as desired by submitting as many additional copies of Attachment C, References, as deemed necessary. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, vendors are encouraged to submit additional references to ensure that at least two references are available for interview. Agency staff must be able to contact two 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:** \_\_\_\_\_

**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:** \_\_\_\_\_

**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: \_\_\_\_\_

**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: \_\_\_\_\_

**REFERENCE 5**

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: \_\_\_\_\_

**Attachment E**

**References Score Sheet**

**RFP RFx# 3120002490  
COVID-19 AAR/IP**

**TO BE COMPLETED BY AGENCY STAFF ONLY**

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

**Reference Name:** \_\_\_\_\_

**Person Contacted, Title/Position:** \_\_\_\_\_

**Date/Time Contacted:** \_\_\_\_\_

**Service From/To Dates:** \_\_\_\_\_

Able to provide AAR/IP services?	Yes	No
Satisfied with the services provided? If no, please explain.	Yes	No
Vendor easy to work with in scheduling services?	Yes	No
Was the AAR/IP 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 with them again?	Yes	No
Would you recommend them?	Yes	No

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

**Score:** Pass/Fail

Do you have any business, professional or personal interest in the vendor’s organization? If yes, please explain.	Yes	No
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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:** \_\_\_\_\_

\_\_\_\_\_

**Called by:** \_\_\_\_\_  
Signature Title Date

**ATTACHMENT F  
MISSISSIPPI STATE  
DEPARTMENT OF HEALTH  
CONTRACT FOR PROFESSIONAL SERVICES**

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 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, Special Terms and Compliance. This contract is hereby made subject to the terms and conditions included in Attachment B, captioned “Acknowledgements and Special Terms”, and Attachment C, captioned “Federal Procurement Compliance”, 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 D, captioned “Services and Compensation”, and Attachment E, captioned “Statement of Work”, which are attached hereto and made a part hereof by reference.
7. Consideration. As consideration for the performance of the services referenced above, MSDH agrees to compensate Contractor as provided in Attachments D and E.
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  
State Health Officer  
Mississippi State Department of Health  
Post Office Box 1700  
Jackson, Mississippi 39215-1700

[with Copy to Rebecca Henley, HR Policy and Compliance Director]

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], [State] [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.

\_\_\_\_\_  
ATE

By: \_\_\_\_\_  
Daniel Edney, MD, FACP  
State Health Officer  
Mississippi State Department of Health

\_\_\_\_\_  
DATE

By: \_\_\_\_\_  
[Name of Authorized Signer], [Title]  
[Company Name]

## ATTACHMENT A: GENERAL TERMS AND CONDITIONS

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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](http://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 (3) 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: FEDERAL PROCUREMENT COMPLIANCE**

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As this contract may be eligible for reimbursement from the Federal Emergency Management Agency, the following clauses are applicable where MSDH will seek reimbursement for funds spent carrying out the purpose of this agreement.

ACCESS. MSDH, the subgrantees (counties and communities), FEMA, the Comptroller General of the United States, and any other duly authorized representatives to any of these bodies shall have access to any and all books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

BYRD ANTI-LOBBYING AMENDMENT. Contractor shall certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Contract shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Contractor shall require all subcontractors to submit these same certifications. Contractor shall adhere to mandatory standards and policies on energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

### CLEAN AIR AND WATER ACTS COMPLIANCE.

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The Contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

ENERGY EFFICIENCY. Contractor shall adhere to mandatory standards and policies on energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

### PROCUREMENT OF RECOVERED MATERIALS.

- 1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (ii) Meeting contract performance requirements; or

- (iii) At a reasonable price.
- 2) Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensiveprocurementguideline-cpg-program>.

SUSPENSION AND DEBARMENT.

- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. 180.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. 180.935).
- 2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by MSDH. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to MSDH, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

RETENTION OF RECORDS. Contractor shall retain all records associated with this contract for three (3) years after MSDH or the subgrantees (the counties and communities) make final payments and all other pending matters are closed.

DHS SEAL, LOGO, AND FLAGS. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS. This is an acknowledgement that FEMA financial assistance will be used to fund the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

- 1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is

employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- 2) Violation: Liability For Unpaid Wages and Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. The Mississippi State Department of Health shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and, also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### COMPLIANCE WITH THE DAVIS-BACON ACT.

- 1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- 2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- 3) Additionally, contractors are required to pay wages not less than once a week.

## ATTACHMENT C: ACKNOWLEDGEMENTS AND SPECIAL TERMS

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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 D: SERVICES AND COMPENSATION

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### SCOPE OF SERVICES

In fulfillment of the purposes of this Agreement, the Contractor shall provide MSDH with the professional services detailed below and further described in Attachment E. 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.]***

### COMPENSATION

In furtherance of the performance of the services referenced above, MSDH agrees to compensate the Contractor the estimated amount of \$**XX,XXX.XX**. Rates and purchases under this Agreement shall be subject to any limitations contained in Attachment E. 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.

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.]***

## ATTACHMENT E: STATEMENT OF WORK

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Contractor's services shall be in accordance with the [below/attached] documentation submitted to MSDH as a quote or statement of work. A reasonable allowance for contingencies shall be included for market conditions at the time of the written quote and for unanticipated changes required in the work of this project.

***[Attach a copy of Contractor's Quote or Statement of Work or insert a pdf or image of the document.]***

*[The remainder of this page has been intentionally left blank.]*