REQUEST FOR QUALIFICATIONS (RFQ)

Public Health Campaigns and Marketing Services for Master Contract
Advertising Agencies Only

RFx# 3140003176

ISSUE DATE
Monday, August 15, 2022

CLOSING TIME AND DATE
Qualifications must be received by:
Friday, September 16, 2022 10:00 AM CT

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
GENERAL INSTRUCTIONS

Section 1 – Background, Authority, and Purpose

The Mississippi State Department of Health (MSDH) is soliciting written qualifications from skilled vendors for a professional services consultant to create a variety of public health campaigns, including but not limited to, social media, broadcast, print, etc., as directed by the MSDH Director of Communications. At times these campaigns will be created, developed, and placed in short time frames to respond quickly to specific health issues, diseases, and disasters.

The MSDH seeks to hire a professional services consultant which would effectively create and promote a variety of public health campaigns. The contractor shall be expected to assist agency staff in the development and implementation of said campaigns under the direction of the MSDH Director of Communications. The contractor shall be experienced in traditional communications and advertising, digital and social media marketing, publication development, cooperative promotions, consumer fulfillment, public relations, international marketing, product development, offering capabilities and expertise in every communication discipline, and additional marketing services which may include the preparation of collateral materials, services for the planning of merchandising programs, direct response advertising services, sales promotions, and research services.

Advertising support for additional initiatives may arise during the terms of the contract. MSDH is the centralized public health agency of the state, thus advertising agency support to proactively pursue emerging opportunities is required. The scope of work for each campaign will change depending on current health crises and disaster response. MSDH requires the proposer(s) to be responsive and adaptable.

Term

MSDH intends to enter into a firm fixed price agreement. The initial term of the contract resulting from the RFQ shall be for a period of four (4) years. Upon written agreement of both parties at least 60 days prior to the end of the fourth year, a letter of agreement will be signed by both parties to utilize the option to renew for one (1) successive year under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed one.

A contract will be awarded to the Vendor whose proposal is determined to be the most advantageous to the State, taking into consideration the qualification factors set forth in the RFQ.
Section 2 – Timeline

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
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<tbody>
<tr>
<td>Request for Proposal Issue Date</td>
<td>Monday, August 15, 2022</td>
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<tr>
<td></td>
<td>Monday, August 22, 2022</td>
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<tr>
<td>Questions and Requests for Clarification</td>
<td>Monday, August 29, 2022</td>
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<tr>
<td>Anticipated Posting of Written Responses</td>
<td>Friday, September 9, 2022</td>
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<tr>
<td>Proposal Package Submission Deadline</td>
<td>Friday, September 16, 2022, 10:00 AM CT</td>
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<tr>
<td>Proposal Opening/Evaluation begins:</td>
<td>Friday, September 16, 2022, 10:30 AM CT</td>
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<tr>
<td>Anticipated Date of the Notice of Intent to Award</td>
<td>Wednesday, September 28, 2022</td>
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<td>Anticipated Formal Notice of Intent</td>
<td>Friday, September 30, 2022</td>
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<td>Anticipated Post-Award Debriefing Request</td>
<td>Wednesday, October 5, 2022</td>
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<td>Anticipated Protest Deadline</td>
<td>Friday, October 7, 2022</td>
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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 RFQ in order to submit the best Qualifications 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

3.2 Vendors should enter “RFQ RFx# 3140003176 - Questions” as the subject for the email. Question submittals should include a reference to the applicable RFQ section and be submitted in the format shown below:

<table>
<thead>
<tr>
<th>RFQ Section, Page Number</th>
<th>Vendor Question/Request for Clarification</th>
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<td>1.</td>
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3.3 Official responses will be provided only for questions submitted as described above and only to clarify information already included in the RFQ. 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 RFQ 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 RFQ unless formally noticed and issued by the contact person as an RFQ 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 RFQ must be directed to the Proposal Coordinator. Unauthorized contact regarding the RFQ 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 RFQ.

3.7 Acknowledgement of Amendments: Should an amendment to the RFQ 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 RFQ amendment, or by letter. The acknowledgment should be received by the agency by the time, date, and at the place specified for receipt of Qualifications. It is the vendor’s sole responsibility to monitor the websites for any updates or amendments to the RFQ. 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 RFQ Amendment.

3.8 Vendors must provide a signed Acknowledgements of RFQ 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 RFQ is comprised of the base RFQ 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 Services”, which is attached hereto and made a part hereof by reference.

Section 5 – Proposal Evaluation and Basis for Award

5.1 All Qualifications received in response to this RFQ by the stated deadline will receive an evaluation. Agency will use an evaluation committee to review and evaluate the Qualifications using a 100-point scale. The evaluation of any submission 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 RFQ, the submission 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 Qualifications received are reviewed to determine if mandatory RFQ requirements have been satisfied, meaning whether a 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.

Qualifications with errors that do not alter the substance of the submission can be accepted, and the Agency Chief Procurement Officer 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 submission for the Agency to properly evaluate it, the Agency has the right to require such additional information as it may deem necessary after the time set for receipt of Qualifications, 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 Qualifications determined to be reasonably susceptible of being selected for the award, but Qualifications 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 RFQ requirements may result in the Qualification being eliminated from further consideration. All Qualifications 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)** – The Procurement Staff will review proposals and award points. Every proposal which includes a signed Price Acknowledgement Form (Attachment C) will receive the maximum 35 points. Proposals that do not include the Price Acknowledgement Form will be rejected.

- **Technical (Weight/Value of 31%/Points) (BLIND)** – Technical factors 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.

  A. **Scopes of Work for Three (3) Sample Campaign Submissions (must be actual campaigns, not mock)**

     Respondents must provide three (3) campaigns, each with a scope of work including goal of campaign, messages, call to action, marketing strategy, media strategy, target audience, budget and performance reports on each campaign. These campaigns must be actual (not mock) and must be submitted “Blind” with no identifying information as
defined herein. One of these campaigns should be a public information/educational campaign.

Also note vendors may not submit any type of public health or health-related campaigns or any campaigns that would identify them as the incumbent/past vendor for MSDH. Any vendors submitting identifying information may be disqualified from further consideration.

B. Three (3) Sample Campaigns (must be actual campaigns, not mock) and should include all advertising pieces that accompany each campaign such as Facebook ads, billboards, television ads, etc.

SCORING:
1. Demonstrates a clear understanding of the scope of work and related objectives (2 points).
2. Message consistent and carried through all aspects of the campaign (8 points).
3. Target audience identified and reached; demonstrated through performance report (8 points).
4. Effective marketing techniques including innovative ways to reach stipulated audience (7 points).
5. Media strategy clearly outlined and met (campaign, budget and performance report) (5 points).
6. Demonstrates goal attainment (1 point).

Management (Weight/Value of 34%/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 RFQ, 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 marketing and communication services. The proposal must include substantial evidence of the Respondent and its staff’s ability to undertake the services required and outlined in this RFQ. Proposal must include the following Management Factors:

1. Proposer’s ability to provide the required services as reflected/evidenced by demonstrated professional and relevant experience of full-time, existing staff (12 points).
2. Proposer’s ability to provide the required services as reflected/evidenced by demonstrated knowledge and experience with public information and educational campaigns (15 points).
3. Letters of reference from clients demonstrating a.) number of years with the agency, b.) satisfaction with agency’s work, and c.) highest budget campaign value as referenced in Attachment C-1: Vendor Questionnaire (7 points).
5.4 MSDH intends to award a single contract to the responsible and responsive vendor whose proposal is determined in writing to be the most advantageous to the State taking into consideration the evaluation factors set forth in this RFQ. 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. 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 ten (10) years as an established advertising firm providing marketing, public information/educational, and communications campaigns.

6.2 Office and Staff Location: Vendor must currently have an established office in the Jackson Metropolitan area (Hinds, Madison, or Rankin County) with all staff who would perform the services during the contract located in that office. Vendors are not allowed to establish an office in the Jackson Metropolitan area if awarded the contract. Vendor must complete and submit Attachment B.

6.3 Financial Stability or Solvency: Vendor must be financially stable or solvent, if required. Each vendor shall submit copies of the most recent year’s independently audited financial statements as well as financial statements for the preceding five (5) years. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, notes to the financial statements, and account balance for the past six (6) months. 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 RFQ. Pass/Fail Score

6.3.1. MSDH cannot prepay for services rendered or goods delivered. Therefore, all invoices must be submitted in arrears.

6.4 The Vendor must provide a listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within the past five (5) years. 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.

6.5 Involvement of Agency Head: Provide the name, position, and qualifications of the person who will head MSDH campaigns. This individual should be the president or vice president with at least 15 years of experience.

6.6 Immediate Availability: The person listed above will need to be the same person who will be available for in-person meetings with the MSDH Director of Communications, MSDH program areas, and the stipulated MSDH campaign manager. Due to the nature of the work of the agency, immediate response and agency priority is often necessary.

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 Qualifications. In preparing a proposal response, all narrative portions should be straightforward, detailed, and precise.

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 Qualifications that do not adhere to these requirements within the “Blind” copy described in RFQ 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 – Scopes of Work for Three (3) Sample Campaign Submissions (must be actual campaigns, not mock)

Respondents must provide three (3) campaigns, each with a scope of work including goal of campaign, messages, call to action, marketing strategy, media strategy, target audience,
budget and performance reports on each campaign. These campaigns must be actual (not mock) and must be submitted “Blind” with no identifying information as defined herein. One of these campaigns should be a public information/educational campaign.

Also note vendors may not submit any type of public health or health-related campaigns or any campaigns that would identify them as the incumbent/past vendor for MSDH. Any vendors submitting identifying information may be disqualified from further consideration.

Three (3) Sample Campaigns (must be actual campaigns, not mock) and should include all advertising pieces that accompany each campaign such as Facebook ads, billboards, television ads, etc.

SECTION II
MANAGEMENT

Tab 2 – Proposal Cover Sheet (Attachment C) 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 C 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.

Tab 3–Minimum Vendor Requirements Confirmation: Self Attestation of Minimal Qualifications- Attachment B and supporting information.

Tab 4 – References- Each vendor must furnish a listing of at least five (5) trade references along with the contact person, address, and phone number for each. (See also 5.3 Management Factors) These references must be familiar with the Vendor’s abilities in the areas involved with this solicitation.

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. Include what role and responsibilities each individual will fulfill throughout the length of the contract. Also, 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 RFQ. Resumes and staff qualifications should not exceed 20 pages.

All subcontractors for any work performed must be approved by the Director, Office of Communications, Mississippi State Department of Health.

Tab 6 – Attachment E- Standard Certifications
Tab 7 – Signed Acknowledgment(s) of RFQ Amendment(s) (if any were posted)

SECTION III
COST

Tab 8 – Price Acknowledgement Form (Attachment D) - Failure to complete and/or sign the Price Acknowledgment Form 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- Blind Submission

7.2 Submission Requirements

7.2.1 One (1) signed original and seven (7) hard (paper) color copies of the 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 Qualifications no later than the time and date specified for receipt of Qualifications. 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 requested for the three sample campaigns and scopes of work 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 Qualifications. Blind Qualifications 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 or proprietary information, pursuant to RFQ Section 7.2.13 below.

d. All campaign pieces including digital, video or audio files submitted as part of sample campaigns must be included and labeled on the electronic copy (flash drive).
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 Qualifications **Friday, September 16, 2022, 10:00 AM CST; RFQ # 3140003176**. Qualifications are subject to rejection unless submitted with the information included on the outside the sealed proposal envelope or package.

7.2.3 Sealed Qualifications should be mailed or hand-delivered to and labeled as follows: **RFQ for Public Health Campaign and Marketing Services for Master Contract, RFQ RFx # 3140003176**

Submission Deadline: Friday, September 16, 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 16, 2022, 10:00 AM. Qualifications 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, 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. To register, please go to the following website: [http://www.DFA.ms.gov/DFA-offices/mmrs/mississippi-suppliers-vendors/supplier-self-service/](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/](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. Qualifications 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 Qualifications 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 Proposal/Qualifications and all required attachments, 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 Qualifications for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting Qualifications for contracts issued by any political subdivision or agency of the State of Mississippi.

**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 Liability or Professional Liability** insurance, with minimum limits of one million dollars, $1,000,000.00 per occurrence.
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 15 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 15 day 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.

11.2.6 Vendor shall not commence work under this Contract until it obtains all insurance and/or bond required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. After work commences, the Vendor will keep in force all required insurance and/or bond until the Contract is terminated or expires.

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 Qualifications shall be opened at the time/date designated for bid submission 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 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 RFQ except the contact person as set forth and, in the manner, prescribed in RFQ 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 Property of MSDH

All Qualifications/Proposals submitted become the property of MSDH upon receipt and will not be returned to the Respondent once opened. MSDH has the right to use any and all ideas or adaptations of ideas contained in any proposal received as a result of this RFQ. Selection
or rejection of the Qualification/Proposal will not affect this right. Qualifications/Proposals become public documents upon submission.

14.5 News Releases

The MSDH is the only entity authorized to issue news releases relating to this RFQ, its evaluation, and award of any contract and performance thereunder.

14.6 Ownership of Materials

All materials and data produce for MSDH under a contract resulting from this RFQ shall be owned by MSDH. This agency does not share original produced content.

14.7 RFQ Does Not Constitute Acceptance of Offer

The release of the RFQ does not constitute an acceptance of any offer, nor does such release in any way obligate MSDH to execute a contract with any other party. The Agency reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained herein. The final decision to execute a contract with any party rests solely with MSDH.

14.8 Rejection of Proposals

A proposal that includes terms and conditions that do not conform to the terms and conditions in the RFQ 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 RFQ, cancel the RFQ in its entirety, or issue another RFQ.

14.9 Withdrawal of Qualifications

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 Qualifications, 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.

14.10 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.

14.11 Protests

Any actual or prospective Offeror who is aggrieved in connection with this solicitation or the outcome of this RFQ 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 RFQ 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 RFQ for your review. Any contract entered into with the Agency pursuant to this RFQ 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-efficetive-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. Qualifications which condition the proposal based upon the State accepting other terms and conditions not found in the RFQ, 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 RFQ shall consist of the contract, this RFQ, its amendments, the offeror’s proposal and the Best and Final Offer where applicable.

Section 16 – Agency Website

This RFQ, 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 RFQs/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.

Section 17 – Attachments

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

SCOPE OF SERVICES

The Vendor will create, develop, place, and then evaluate/audit a variety of public health messages as directed by the MSDH Director of Communications. These messages must reach a racially and culturally diverse population.

At times, it will be necessary for the MSDH to respond quickly and effectively within a limited time frame.

All invoices will be itemized and detailed according to program area, campaign, and deliverables. Spot calendars and a final performance report will be delivered before final invoices are paid.

Additionally, the Vendor must do the following:

A. Conduct research on the campaign area to support campaign proposal;

B. Provide campaign proposal to the Director of Communications with research, concepts, media vehicles and media buys, and financial allocations (based on the amount of the proposal);

C. Provide methodology of the process for monitoring and evaluating the effectiveness of a campaign;

D. Design media strategies for public health campaigns, including web and other social media, complete with storyboard and electronic submissions of various stages of development;

E. Provide all source files that then become the property of MSDH (electronic, print, website ready, social media etc.);

F. Arrange trainings and presentations, including securing the facilitator and the facility and be available for press conferences when needed – at times providing equipment and necessary staff to carry out duties.

G. Be available for on-site meetings and phone calls; and

H. At the completion of every campaign, and within a reasonable amount of time, provide a campaign evaluation that should include samples of all spots in all formats, impressions, views what was innovative, what worked, what failed, and future innovations.

These deliverables will not exceed $16 million during the contract period of the initial four years. An additional year will not exceed $4 million as in the previous years.
Attachment B

SELF-ATTESTATION OF MINIMAL QUALIFICATIONS

1. CERTIFICATION OF REQUIRED EXPERIENCE

Each agency submitting Qualifications must have 10 years as an established advertising firm providing marketing, public information, and communication campaigns.

Proposer certifies that it meets this requirement.

Indicate: Yes [ ] No [ ]

2. CERTIFICATION OF OFFICE AND STAFF LOCATION

Each agency submitting a proposal must have an established office in the Jackson Metropolitan area (Hinds, Madison or Rankin County) with all Jackson Metro staff who would perform the services during the contract term.

Proposer certifies that it has an office that meets this requirement.

Indicate: Yes [ ] No [ ]

The office is located at:

3. FINANCIAL VIABILITY

Proposer is required to provide an independent auditor’s statement of qualifications and financial viability to meet project and production deliverables without advanced payment from MSDH. An average balance for the past six months is required with the statement.

The MSDH cannot provide payment until deliverables are met. As a result, payments will be made in arrears. Most campaigns using the Master Contract can range from $100,000 - $500,000 or more and the agency may require multiple campaigns run at the same time.

Proposer certifies Independent Auditor’s Statement and Financial Viability.

Indicate: Yes [ ] No [ ]

4. INVOLVEMENT OF AGENCY HEAD

Proposer is required to provide the name, position, and qualifications of the person who will head MSDH campaigns. This individual should be the company president or vice president with at least 15 years of experience.

Proposer accepts this requirement and certifies Involvement of Agency Head. This information has been submitted in accordance with the RFQ as a part of its Management Submission.
Indicate: Yes [ ] No [ ]

The Agency Head who will serve as lead for this contract is:

Name:

Title:

Years of Experience:

5. IMMEDIATE AVAILABILITY

The person listed above will need to be the same person who will be available for in-person meetings with the MSDH Director of Communications, MSDH program areas, and the stipulated MSDH campaign manager. Due to the nature of the work of this agency, immediate response and agency priority is often necessary.

Prooser certifies Immediate Availability.

Indicate: Yes [ ] No [ ]

By signing below, the company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies that this information is accurate and correct.

__________________________________    _______________________
Signature                                      Date

__________________________________
Print Name/Title
Qualifications are to be submitted as listed below, on or before Friday, September 16, 2022, 10:00 AM CST.

PLEASE MARK YOUR ENVELOPE:

RFQ for Public Health Campaigns and Marketing Services for Master Contract RFx#3140003176
Submission Deadline: Friday, September 16, 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: ________________________________
Attachment C-1

Vendor Questionnaire

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

1. The name of the Offeror, the physical location and mailing address of your company’s home office, principal place of business, and place of incorporation of the Offeror’s principal place of business, and, if different, the place of performance of the proposed contract;

2. What is the age of the Offeror’s business and average number of employees over the past five years (5), as specified in the RFQ;

3. Please provide a listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within the past four years (5), as specified in the RFQ;

4. How many years has your company been in the business of performing the services called for in this RFQ?

5. Please provide the names of five (5) clients currently using similar skills, services, and products of the Respondent as identified in this RFQ. For each client provide:
   a. The name of a contact person, title, address, and telephone number for each customer shall also be specified.
   b. The number of years the Vendor has been working with each client.
   c. Letters of reference including campaign work and budget. *MSDH reserves the right to contact each reference listed in the Respondent’s proposal.*

6. Please confirm that your company agrees to provide adequate on-site support as needed. This will include technical support for live press conferences or MSDH presentations.

7. Please confirm that the Respondent is in compliance with all current contracts.

8. Has your company ever been involved in a lawsuit involving any area covered by this RFQ? If yes, provide details including dates and outcomes.

9. 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 RFQ or not? If yes, provide details including dates and outcomes.
10. 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.

11. 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.

12. Please confirm the proposal is valid for at least one (1) year subsequent to the date of submission.

13. List up to three (3) governmental clients for whom your company has provided one or more of the services requested in this RFQ. 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.

14. 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 services were discontinued
Attachment D

PRICE ACKNOWLEDGEMENT FORM

With this form, our firm hereby acknowledges that the blended hourly rate (the same cost per hour regardless of service) for this contract during the first four (4) years and any allowable renewal is set as $90/hour.

Furthermore, we acknowledge that the media commission is set at 10% for traditional media placements and 6% for digital media placements during the first four (4) years and any allowable renewal.

Printed Name: ____________________________________________________________
Company Name: __________________________________________________________
Signature: __________________________________________________________________
Date: ____________________________________________________________________
Attachment E

Standard Certifications and Acknowledgements

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 Qualifications and Attachments thereto;

2. That the company meets all requirements and acknowledges all certifications contained in the Request for Qualifications and Attachments thereto;

3. That the company agrees to all provisions of the Request for Qualifications and Attachments thereto including, but not limited to, be included in any contract resulting from this RFQ (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 Qualifications for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting Qualifications for contracts issued by any political subdivision or agency of the State of Mississippi.

8. **INDEPENDENT PRICE DETERMINATION:** The 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 these Certifications and Acknowledgements may result in the Qualifications/Proposal being rejected as non-responsive. Modifications or additions to any portion of this document may be cause for rejection of the Qualifications/Proposal.*
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.

__________________________________________  By: ______________________________
ATE  Daniel Edney, MD, FACP
       State Health Officer
       Mississippi State Department of Health

__________________________________________  By: ______________________________
DATE  [Name of Authorized Signer], [Title]
       [Company Name]
ATTACHMENT A: GENERAL TERMS AND CONDITIONS

1. Assignment and Receipt of Amounts Payable. This section applies only to a Contractor which serves as a clinical or healthcare provider for the Department, as follows:

   a. The Contractor authorizes the Department to accept assignment and receive any amounts payable under Part B of Title XVII and Title XIX of the Social Security Act and/or any monies collected for service rendered by the Contractor under the terms of this contract, including but not limited to private insurance, third-party arrangements, or such other payment or reimbursement mechanisms as may be applicable or available. The Contractor agrees that the Department shall be the payor or financial reimbursement mechanism of last resort when other sources are mandated or are available.

   b. The Contractor agrees that no additional charges will be made to patients/clients to whom services are provided under the terms of this contract.

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

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

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

5. Attorneys’ Fees and Expenses. Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney’s fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney’s fees or costs of legal action to Contractor.
6. **Authority to Contract.** Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

7. **Availability of Funds.** It is expressly understood and agreed that the obligation of the Mississippi State Department of Health (MSDH) to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MSDH, MSDH shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to MSDH of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

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

9. **Confidential Information.** Confidential Information shall be defined as (1) those materials, documents, data, and other information which the Contractor has designated in writing as proprietary and confidential; and (2) all materials, documents, data and information which the Contractor acquires as a result of its contact with and efforts on behalf of MSDH, and any other information designated in writing as confidential by MSDH or the State of Mississippi.

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

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

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

12. Exceptions to Confidential Information. Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:

   (1) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;

   (2) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer; is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;

   (3) is independently developed by the recipient without any reliance on confidential information;

   (4) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,

   (5) is disclosed with the disclosing party’s prior written consent.

13. Disputes. Any dispute concerning a question of fact arising under this Contract shall be disposed of by good faith negotiation between duly authorized representative of MSDH and the Contractor. Disputes that cannot be resolved in this manner shall be determined by a court of competent jurisdiction in Hinds County, Mississippi. Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of its obligation in this agreement.
14. **E-Payment.** Contractor agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq.

15. **E-Verification.** If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

a. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

c. both.

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

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

17. **Failure to Enforce.** Failure by MSDH at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of MSDH to enforce any provision at any time in accordance with its terms.
18. **Force Majeure.** Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.

19. **HIPAA Compliance.** Contractor agrees to comply with the “Administrative Simplification” provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.

20. **Indemnification.**

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

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

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

   To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney’s fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State’s sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State’s concurrence, which the State shall not unreasonably withhold.
21. Independent Contractor Status. Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor’s personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of MSDH, and MSDH shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. MSDH shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, MSDH shall not provide to Contractor any insurance coverage or other benefits, including Worker’s Compensation, normally provided by the State for its employees.

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

23. No Limitation of Liability. Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.

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

25. Ownership of Documents and Work Papers. MSDH shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor’s internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MSDH upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MSDH and subject to any copyright protections.
Additionally, Contractor assures that any and all information regarding clients of MSDH will be kept strictly confidential and will become the property of MSDH. Contractor assures that MSDH shall have full access to all information collected. The Contractor is prohibited from use of the above described information and/or materials without the express written approval of MSDH.

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

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

27. **Personally Identifiable Information.** Contractor will not disclose or release any Personally Identifiable Information (PII) to which the Contractor has access except as required to do so to authorized employees and officials within the scope of the Contractor’s duties under this contract. Furthermore, Contractor acknowledges that any unauthorized disclosure of the information provided under this contract may violate Federal and/or State laws and subject the Contractor to penalties.

28. **Procurement Regulations.** The contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at www.dfa.ms.gov.

29. **Record Retention and Access to Records.** Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor’s books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. Unless mandated by federal or state law for a longer retention period, all records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later. Unless mandated by federal or state law for a longer retention period, all records related to this agreement that contain, or are associated with, protected health information (PHI) shall be retained by Contractor for at least six (6) years after final payment is made under this agreement and all pending matters are closed;
however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the six (6) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the six (6) year period, whichever is later.

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

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

a. Reimbursement in excess of the amount budgeted for any item; or

b. Reimbursement of items not included in the budget; or

c. The transfer of monies between items within the budget.

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

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

33. **Right to Audit.** Contractor shall maintain such financial records and other records as may be
prescribed by MSDH or by applicable federal and state laws, rules, and regulations. Unless mandated by federal or state law for a longer retention period, Contractor shall retain these records for a period of three (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

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
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

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

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

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.]