



MISSISSIPPI STATE DEPARTMENT OF HEALTH

**REQUEST FOR PROPOSALS (RFP)
CONSULTING SERVICES FY 2024
MISSISSIPPI STATE HEALTH PLAN**

RFx# 3120002480

ISSUE DATE

Friday, August 26, 2022

CLOSING TIME AND DATE

Proposals must be received by:

10:00 AM CST; Wednesday, September 28, 2022

Proposal Coordinator

Jennifer Dotson

570 E. Woodrow Wilson Ave.

Jackson, MS 39216-4538

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GENERAL INSTRUCTIONS

Section 1 – Background, Authority, and Purpose

The Mississippi State Department of Health (MSDH) is seeking consulting services to conduct a comprehensive review, assessment, and update of the Mississippi State Health Plan. Following the comprehensive review, assessment, and update, the consultant will draft and assist with the publication of the *FY 2024 Mississippi State Health Plan* (the “MSHP”). The updated MSHP must have revised and updated need criteria, standards, and policy statements essential for those health-related activities that require Certificate of Need (CON) review and meet the priority health needs identified by MSDH. The revised MSHP should be developed considering the evolving challenges and needs present in the healthcare system.

Term

MSDH will enter into a firm fixed price written contract. The initial period of performance of any contract resulting from this RFP will be one year, tentatively scheduled to begin on or about October 5, 2022, or upon approval of the PPRB and to end on October 1, 2023. The Agency reserves the right to renew the Contract for up to two additional, one (1) year terms at the sole discretion of the Agency.

Section 2 – Timeline

Event	Date/Time
Request for Proposal Issue Date	Friday, August 26, 2022 Friday, September 2, 2022
Questions and Requests for Clarification	Thursday, September 8, 2022
Anticipated Posting of Written Responses	Friday, September 16, 2022
Proposal Package Submission Deadline	Wednesday, September 28, 2022, 10:00 AM CST
Proposal Opening and Evaluation begins	Wednesday, September 28, 2022, 10:30 AM CST
Anticipated Posting of the Notice of Intent to Award	Wednesday, October 5, 2022
Formal Notice of Intent to Award to Selected Vendor	Monday, October 10, 2022
Anticipated Post-Award Debriefing Deadline	Thursday, October 13, 2022
Anticipated Protest Deadline	Monday, October 17, 2022
Submission to PPRB for Agenda	Wednesday, October 5, 2022
PPRB Board Meeting	Wednesday, November 2, 2022

Section 3 – Contact and Questions/Requests for Clarification

3.1 Vendors must carefully review this solicitation, the Contract, risk management provisions, and all attachments for defects, questionable, or objectionable material. Following review, vendors may have questions to clarify or interpret the RFP in order to submit the best proposals possible. To accommodate the questions and requests for clarifications, vendors

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

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

3.2 Vendors should enter “**RFP RFx Number # 3120002480- Questions**” as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

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

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

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

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

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

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

Contract/Procurement Opportunity Search Portal website and the agency's website, must be treated the same as an RFP Amendment.

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

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

3.10 Cost of Proposal Preparation: All costs incurred by the Offeror in preparing and delivering its bid, making presentations, and any subsequent time and travel to meet with MSDH regarding its bid shall be borne exclusively at the Offeror's expense.

3.11 Right to Reject, Cancel, and or Issue another RFP: MSDH specifically reserves the right, in the best interest of the State and in accordance with PPRB Rules and Regulation, to reject any or all bids received in response to this RFP, cancel the RFP in its entirety, and/or issue another RFP.

Section 4 – Scope of Services

The MSHP reflects need criteria, standards, and methodologies that have been in place for years. Considering an evolving healthcare delivery system and technological advancements, MSDH seeks to undertake a comprehensive review and update of all chapters, data, and information contained in the MSHP to assess:

- A. The relevance of all criteria and need methodologies considering the current delivery of regulated services.
- B. The current distribution and utilization of regulated services in the State and how these factors have changed over time.
- C. The extent to which current data collected by MSDH is sufficient to appropriately evaluate the need for each service; and
- D. The options for a data system that can retrieve the data and information required for the MSHP with recommendations on data collection and validation that should be achievable within resources available to MSDH.

The updated MSHP must have revised and updated need criteria, standards, and policy statements essential for those health-related activities that require Certificate of Need (CON) review and meet the priority health needs identified by MSDH. The revised MSHP should be developed considering the evolving challenges and needs present in the healthcare system.

4.1 Expected Activities and Deliverables

The consultant is expected to manage the entire MSHP review, assessment, and update, facilitate the process, and provide expert advice throughout the engagement and toward the delivery of the activities and deliverables listed below.

A. Develop Process and Strategic Plan:

1. Deliver a clear, easily operationalized, and measurable strategic planning roadmap/workplan to develop the MSHP.
2. Identify and include in the MSHP all current health care trends and patterns that are applicable, including new and/or updated formulas, chapters and chapter narratives, data and data collection processes, and healthcare regulations (i.e., need criteria, standards, policy statements, etc.) that are relevant to those health-related activities and services that require CON review and the current Mississippi healthcare system.
3. Summarize and present all proposed changes for the MSHP to staff and internal/external stakeholders, if necessary.

B. Review, Revise, and Update:

1. Comprehensive revision of existing CON criteria and standards considering evolving health care trends.
2. Review general and service specific service areas and amend/update areas based on present day requirements and needs.
3. Review current formulas and utilization methods used for health care planning and analysis.
4. Revise and develop formulas necessary for health care need analysis.
5. Review all existing health plans and documents pertinent to the development of the FY 2024 MSHP.
6. Review and revise existing surveys currently used to collect data for the MSHP and develop additional surveys and/or survey practices.
7. Develop tools and instruments for data collection associated with the MSHP (e.g., surveys, questionnaires, polls, import and export of data, etc.).
8. Suggest ideas for the development of a data system that can efficiently and effectively retrieve data and information required for the MSHP with recommendations for data collection and validation achievable within resources available to MSDH.
9. Suggest ideas on a data system with the import and export capabilities to retrieve data from an easily assessable “real time” portal.
10. Suggest ideas on how to display needed data and utilization within the MSHP.
11. Review and update of Chapter 8 of the CON Review Manual.

C. Drafting the FY 2024 MSHP

1. Draft and consult with staff members on the proposed MSHP.
2. Develop the MSHP with all proposed and approved modifications and revisions.
3. Update all essential facility data and utilization data required for the FY 2024 MSHP.
4. Schedule regular meetings and provide status reports to keep the project on schedule.
5. Plan, coordinate, and document all meetings, including with HP&RD staff and internal/external stakeholders.

D. Final Product

The final product will include a complete update/overhaul of the entire MSHP including all chapters, language, need criteria, standards, policy statements, methodologies, formulas, data, etc. to appropriately describe the health services and activities that require CON review, to appropriately describe the need for health services regulated by CON in Mississippi, and to appropriately determine the need for those health services in Mississippi.

E. Four process milestones aligned with key deliverables:

1.	<u>Initial Strategic Plan Roadmap/Workplan</u>	November 2022- December 2022
2.	<u>Revision and Development Work</u>	January 2023 – April 2023
3.	<u>Draft FY 2024 MSHP</u>	April 2023 – June 2023
4.	<u>Main Output (Final FY 2024 MSHP and Presentation to HP&RD Staff)</u>	April 2023 – July 2023

(Dates are subject to change as determined by MSDH)

Section 5 – Proposal Evaluation and Basis for Award

5.1 All proposals received in response to this RFP by the stated deadline will be evaluated. A formal scoring methodology comprised of three phases – compliance, analysis, and finalist, will be utilized with each proposal required to pass the previous phase in order to qualify for further evaluation in the next phase. Proposals will be evaluated using a 100-point scale. The evaluation of any proposal may be suspended and/or terminated at the Agency’s discretion at any point during the evaluation process at which time the Agency determines that said proposal and/or vendor fails to meet any of the mandatory requirements as stated in this RFP, the proposal is determined to contain fatal deficiencies to the extent that the likelihood of selection for contract negotiations is minimal, or Agency receives reliable information that would make contracting with the vendor impractical or otherwise not in the best interests of the MSDH and/or the State of Mississippi.

5.2 Compliance Phase: In this initial phase of the evaluation process, all proposals received are reviewed the Chief Procurement Officer or her designee, to determine if mandatory RFP requirements have been satisfied, meaning whether a proposal/vendor is responsive, responsible, and/or acceptable. Compliance requirements are not assigned a point percentage or score, but are simply recorded as Pass or Fail. In this pass or fail phase of the evaluation process, all proposals received will be reviewed by the procurement officer and/or designee to determine if the following mandatory requirements of this solicitation have been satisfied:

1. Proposal received by submission deadline;
2. Required proposal submission format followed;
3. Electronic copy of complete proposal, including attachments in searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®) on flash drive

4. An electronic “blind” copy of the TECHNICAL FACTORS and COST FACTORS in searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®) on flash drive;
5. Minimum Qualifications met;
6. Proposal Cover Sheet (Appendix A);
7. Production/Detailed Service Plan;
8. Resumes for Key Personnel;
9. References;
10. Cost Data; and
11. All Required Signed Forms (if applicable).

Failure to comply with these requirements may result in the proposal being eliminated from further consideration. At its discretion, MSDH may request Offerors to withdraw or modify those portions of the Proposal deemed non-responsive which do not affect quality, quantity, price or delivery of the service. Offerors passing the Compliance Phase will be evaluated further.

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

Weight –The Compliance Phase is a Pass/Fail phase of the evaluation.

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

A. Cost 50 points (50%) (BLIND SUBMISSION)

1. Price – 35 points (35%)

The point allocations for price on the other offers will be evaluated according to the following formula: Price of the lowest responsive and responsible offer divided by the price of the responsive and responsible offer being rated times the

maximum 35 points allocated for price equals the awarded points.

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

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

2. Offeror's financial stability and strength: Does the offeror have sufficient financial resources to meet it obligations? – **15 points (15%)**

B. Technical Factors--Proposed Methodology (Weight/Value 20 points (20%) (BLIND SUBMISSION) The quality and completeness of the Offeror 's solutions and action plans for providing the services identified in the solicitation, demonstrating responsiveness, understanding, effectiveness, efficiency, and value in a proposed approach; provide a documented record of past performance of providing similar services.

1. Does the offeror's proposal demonstrate a clear understanding of the scope of work and related objectives? – 10 points (10%)
2. Is the offeror's proposal complete and responsive to the specific RFP requirements? – 5 points (5%)
3. Does the offeror's proposal use innovative technology and techniques? – 5 points (5%)

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.

C. Management – 30 points (30%) – (NOT BLIND SUBMISSION)

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; 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. Possess equipment and facilities to provide timely services; the ability to technically implement all services listed in this solicitation with qualified and experienced staff; references align with the services required.

1. *Project management:* – **5 points (5%)**
 - a. How well does the proposed scheduling timeline meet the needs of the soliciting agency? – **2.5 points (2.5%)**
 - b. Is there a project management plan? – **2.5 points (2.5%)**
2. *History and experience in performing the work:* – **10 points (10%)**
 - a. Does the offeror demonstrate a track record of service as evidenced by on-time, on-budget implementation and contract compliance performance? – **2.5 points (2.5%)**

- b. Does the offeror document industry or program experience? – **5 points (5%)**
- c. Does the offeror have a record of good business ethics? – **2.5 points (2.5%)**
- 3. *Availability of personnel, facilities, equipment, and other resources:* – **5 points (5%)**
 - a. To what extent does the offeror rely on in-house resources vs. contracted resources? – **2.5 points (2.5%)**
 - b. Is the availability of in-house and contract resources documented? – **2.5 points (2.5%)**
- 4. *Qualification and experience of personnel:* – **10 points (10%)**
 - a. Documentation of experience in performing similar work by Contractor and when appropriate, sub-Contractors? – **10 points (10%)**

5.3 Best and Final Offer (BAFO) – At the Agency’s discretion, the top 3 scoring vendors may be given the opportunity to provide a BAFO relative to their cost proposal. The Agency will notify finalists if a BAFO may be submitted and will establish a date and time for submission. Although a finalist is under no obligation to submit such an offer, any such BAFO should include any applicable revised financial exhibits and must be signed by an appropriate representative of your company. If a finalist chooses to not make a BAFO, the financial proposal included in your company’s response to this RFP will be considered as the BAFO. Unsolicited BAFOs, including but not limited to such offers submitted by non-finalists, will not be accepted. The numerical scores for the Cost factor from the Analysis Phase will be adjusted for any BAFO received from a finalist.

5.4 Discussions may be conducted with vendors who submit proposals determined to be reasonably susceptible of being selected for the award, but proposals may also be accepted without such discussions. If any component received a Fail score (a “No” response) on any item or contains an item which for some reason cannot be evaluated, it shall be deemed as non-responsive and/or non-responsible. Failure to comply with these RFP requirements may result in the proposal being eliminated from further consideration. All proposals which are determined to be responsive, responsible, and/or acceptable will continue on to next phase.

5.5 The Agency intends to award one contract to provide the services described in this RFP to the responsible and responsive vendor whose proposal is determined in writing to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation.

Section 6 – Minimum Vendor Qualifications

The following minimum Vendor requirements are mandatory. Failure to meet any of these requirements will result in disqualification of the proposal submitted by your company. Please respond by restating each minimum requirement, including the letter, listed below with a brief statement and any documentation that supports your confirmation that 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.

6.1 Minimum Qualifications:

The Vendor must have the following qualifications:

- A. A graduate degree in health administration, healthcare management, or a similar field.
- B. Prior experience preparing at least two (2) CON applications.
- C. Experience providing expert testimony in at least two (2) administrative hearings involving CON applications for activities or services regulated by CON in Mississippi.
- D. At least six (6) months of experience in analyzing health care data.
- E. Experience providing expert assistance to at least two (2) states in updating and reviewing their CON rules and regulations.

6.2 Financial Stability or Solvency: MSDH does not pre-pay for services. Payment will be made after MSDH receives an invoice for services provided. Vendor must be financially stable or solvent. Each vendor shall submit copies of the most recent years independently audited financial statements as well as financial statements for the preceding three (3) years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Vendor must state the reason and, instead submit sufficient information to enable the Agency to access the financial stability or solvency of the vendor, such as financial statements, credit ratings, a line of credit, or other financial arrangements sufficient to enable the Vendor to be capable of meeting the requirements of this RFP.

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

6.4 The vendor may be required before the award of any contract to show to the complete satisfaction of the Agency that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The Vendor may also be required to give a past history and references in order to satisfy the Agency in regard to the Vendor's qualifications. The Agency may make reasonable investigations deemed necessary and proper to determine the ability of the Vendor to perform the work, and the Vendor shall furnish to the Agency all information for this purpose that may be requested. The Agency reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Vendor fails to satisfy the Agency that the Vendor is properly qualified to carry out the obligations of the Contract and to complete the work described therein.

Section 7 – Proposal Submission Requirements

7.1 Submission Format – Each vendor must submit their written proposal in the style and format outlined herein. No staples or bound documents. Clips and three ring binders are acceptable.

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

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

	Document	Included 20-page limit
Tab 1	Detailed Service Plan	Yes
Tab 2	Proposal Cover Sheet (Attachment A) containing narrative questionnaire	Yes
Tab 3	Minimum Vendor Requirements Confirmation	Yes
Tab 4	References (Attachment D)	No
Tab 5	Résumés for Key Staff	No- However limit to 1 page each
Tab 6	Signed Acknowledgment(s) of RFP Amendment(s)	No
Tab 7	Any additional relevant information (not to exceed five (5) pages).	Yes
Tab 8	Fee schedule (Attachment C)	No
Tab 9	Financial Statements	No
Attachment A	Proposal Coversheet	Yes
Attachment A-1	Vendor Questionnaire	Yes
Attachment B	Fee Schedule	No
Attachment C	References	No
Attachment D	Reference Score Sheet (Agency use)	No
Attachment E	Sample Contract	No
	Certificates, licenses, degrees, other proof certification, etc.	No

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, phone numbers, or addresses of the offeror, any names of incumbent or former staff, any***

prior, current and future webpage information, company 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 and Cost Sections **shall have no identifying information (“Blind”)**; while the Management Section will be allowed to have identifying information. Any proposals that do not adhere to these requirements within the “Blind” copy described 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
(BLIND SUBMISSION)**

Tab 1 – Detailed Service Plan- (BLIND)

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

**SECTION II
MANAGEMENT**

Tab 2 – Proposal Cover Sheet (Attachment A) containing narrative questionnaire:

Failure to complete and/or sign may result in Vendor being determined nonresponsive. **Unauthorized modification or addition to any portion of the Attachment A may be cause for rejection of the proposal.**

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

Tab 3– Minimum Vendor Requirements Confirmation:

Respond by restating each minimum Vendor requirement and document how your company meets these minimum criteria. Refer to RFP Section 6.

Tab 4 – References (Attachment D)

Each vendor must furnish a listing of at least three (3) trade references along with the contact person, address, and phone number for each. These references must be familiar

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

Tab 5 – Résumés for Key Staff

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

Tab 6 – Any Additional Information Not Specifically Requested:

If you have additional information you would like to provide, include it as Tab 6 to your proposal. It is the proposer's sole responsibility to submit information relative to the evaluation of its proposal and the Agency is under no obligation to solicit such information if it is not included with the proposal.

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

Tab 8 – Any additional relevant information (not to exceed five (5) pages).

If you have additional information you would like to provide, include it as Tab 8 to your proposal. It is the proposer's sole responsibility to submit information relative to the evaluation of its proposal and the Agency is under no obligation to solicit such information if it is not included in the proposal.

**SECTION III
COST
(BLIND SUBMISSION)**

Tab 9 – Fee schedule (Attachment C) –

All pricing must be submitted on the fee schedule. Failure to complete and/or sign the fee schedule may result in Vendor being determined non-responsive. **Modification or**

addition to any portion of the Attachment may be cause for rejection of the proposal.

Tab 9 -- Financial Statements

7.2 Submission Requirements

7.2.1 One (1) signed original and three (3) copies of the blind copy 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 proposals no later than the time and date specified for receipt of proposals. The electronic files shall not be password protected, shall be in Portable Document Format (PDF®) or Microsoft Word and/or Microsoft Excel format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel. The procurement team, not the evaluation committee, will be the only ones with access to this electronic copy, which shall consist of the following:

- a. One (1) electronic copy of the complete proposal including all attachments in a searchable Microsoft Office® format, preferably in Word® or PDF®;
- b. One (1) BLIND electronic copy of the complete proposal including “blind” copies of all attachments and referenced documents in a searchable Microsoft Office® format, preferably in Word® or PDF®. The Management Section does not have to be submitted blind. The Vendor is responsible for ensuring that the “blind” sections shall have no identifying information, specifically within the technical and cost proposal. This requirement is necessary to help ensure the anonymity of the vendors from the evaluation committee that will review proposals. Blind proposals containing Vendor-identifying information may be disqualified; and,
- c. One (1) REDACTED electronic copy of the complete proposal including all attachments and referenced documents in a searchable Microsoft Office® format, preferably in Word® or PDF®, *if the proposal contains confidential information, pursuant to RFP Section 7.2.13 below.*

7.2.2 The sealed envelope or package shall be marked with the proposal opening date and time, and the number of the Request for Proposals **Wednesday, September 28, 2022, 10:00 AM; RFP Number 3120002490**. Proposals are subject to rejection unless submitted with the information included on the outside the sealed proposal envelope or package.

7.2.3 Sealed proposals should be mailed or hand-delivered to and labeled as follows:

RFP for Consulting Services FY2024 MSHP
RFP RFX Number # 3120002480
Opening Time/Date: **10:30 AM CST, Wednesday, September 28, 2022.**
Mississippi State Department of Health
Attention: Jennifer Dotson, Bid Coordinator
570 E. Woodrow Wilson Ave.
Jackson, Mississippi 39216-4538
SEALED BID – DO NOT OPEN

7.2.4 All proposal packages must be received by the Agency no later than Wednesday, September 14, 2022, 10:00 AM. Proposals submitted via facsimile (fax) machine **will not** be accepted. It is suggested that if a proposal is mailed to the Agency, it should be posted in certified mail with a return receipt requested. The Agency will not be responsible for mail delays or lost mail. All risk of late arrival due to unanticipated delay – whether delivered by hand, USPS, courier or other delivery service or method – is entirely on the Vendor. All vendors are urged to take the possibility of delay into account when submitting a proposal.

7.2.5 In addition to the paper copy, vendors may also submit a proposal package on-line in the State of Mississippi electronic procurement system, the State of Mississippi's Accountability System for Governmental Information and Collaboration (MAGIC). **Submission through MAGIC, however, it is not mandatory.** In order to submit electronically vendors must be registered as a vendor in MAGIC system and have an I.D. number and password assigned at the time of registration. Registering as a supplier with the State of Mississippi allows businesses to register for upcoming RFX opportunity notifications by the products they supply, search the system for upcoming RFXs, respond to RFXs electronically, and receive purchase orders by email. In order to register, please go to the following website: <http://www.DFA.ms.gov/DFA-offices/mmrs/mississippi-suppliers-vendors/supplier-self-service/>. Technical assistance may be found at <http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/>.

7.2.6 If submitting via MAGIC, the documents are required to be uploaded in the same format required for the paper submission. The paper submission will take precedence if there is a discrepancy between the two.

7.2.7 Timely submission of the proposal package is the responsibility of the Vendor. Proposals received after the specified time will be rejected and maintained unopened in the procurement file. A proposal received at the place designated in the solicitation for receipt of proposals after the exact time specified for receipt will not be considered unless it has been determined by the Agency that the late

receipt was due solely to mishandling by the Agency after receipt at the specified address.

- 7.2.8** The time and date of receipt will be indicated on the sealed proposal envelope or package by Agency staff. The only acceptable evidence to establish the time of receipt at the office identified for proposal opening is the time and date stamp of that office on the proposal wrapper or other documentary evidence of receipt used by that office.
- 7.2.9** Each page of the proposal must be numbered. Multiple page attachments and samples should be numbered internally within each document, and not necessarily numbered in the overall page number sequence of the entire proposal. The intent of this requirement is for the Vendor to submit all information in a manner that it is clearly referenced and easily located.
- 7.2.10** Failure to submit a proposal on the fee schedule provided will be considered cause for rejection of the proposal. **Modifications or additions to any portion of the proposal document may be cause for rejection of the proposal.** The Agency reserves the right to decide, on a case-by-case basis, whether to reject a proposal with modifications or additions as non-responsive.
- 7.2.11** A proposal response that includes terms and conditions that do not conform to the terms and conditions in the proposal document is subject to rejection as non-responsive. The Agency reserves the right to permit the Vendor to withdraw nonconforming terms and conditions from its proposal response prior to a determination by the Agency of non-responsiveness based on the submission of nonconforming terms and conditions.
- 7.2.12** As a precondition to proposal acceptance, the Agency may request the Vendor to withdraw or modify those portions of the proposal deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.
- 7.2.13** Any Vendor claiming that its response contains information exempt from the Mississippi Public Records Act (Miss. Code Ann. §§ 25-61-1 *et seq.* and 79-23-1), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption.

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

If a redacted copy is not submitted, the Agency shall consider the entire Proposal to be public record. The redacted copy should identify which section or information has been redacted and the Vendor shall provide the specific statutory

authority for the exemption. Per Mississippi Code Annotated § 25-61-9(7), the type of service to be provided, the price to be paid, and the term of the Contract cannot be deemed confidential.

The redacted copy shall be considered public record and immediately released, without notification to Vendor, pursuant to any request under the Mississippi Public Records Act, Mississippi Code Annotated §§ 25-61-1 *et seq.* and 79-23-1. Redacted copies shall also be used/released for any reason deemed necessary by the Agency, including but not limited to, submission to a regulatory entity, posting to the Transparency Mississippi website, etc.

Section 8 – Vendor Certification

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

Section 9 – Debarment

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

Section 10 – Registration with Mississippi Secretary of State

By submitting a proposal, the Vendor certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by the Agency that it has been selected for contract award. Sole proprietors are not required to register with the Mississippi Secretary of State.

Section 11 – Insurance, Bonds, or Other Sureties

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

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

11.1.2 Professional Liability insurance or insurance that covers any damages caused by an error, omission or any negligent acts related to the services to be provided under

this Contract in a dollar amount commiserate with the services to be provided in accordance with the contract and approved by MSDH.

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 ten (10) days of notification of PPRB contract approval, a certificate of insurance and/or bond which outlines the coverage and limits defined in the procurement and Contract. There are no provisions for exceptions to this requirement. ***Failure to provide the certificates of insurance within the stated 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 proposals shall be opened at the time/date designated in Section 2. The proposal opening is not open to the public.

Section 13 – Award Notification

Award for this procurement will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website at https://www.ms.gov/dfa/contract_bid_search/Bid?autoloadGrid=False and the Agency website at www.msdh.ms.gov near the bottom left corner of the page under the tab RFPs/Grants . Vendors will be notified via email of the awards.

Section 14 – Procurement Methodology

14.1 Restrictions on Communications with Agency and Agency Staff

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

14.2 Vendor Investigations

Before submitting a proposal, each vendor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the Contract and to verify any representations made by the Agency upon which the Vendor will rely. If the Vendor receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Vendor from its obligation to comply in every detail with all provisions and requirements of the Contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

14.3 Expenses Incurred in Preparing a Proposal

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

14.4 Independent Price Determination

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

14.5 Rejection of Proposals

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

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

14.6 Withdrawal of Proposals

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

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

To withdraw a proposal that includes a clerical error after proposal opening, the Vendor must give notice in writing to the Agency of claim of right to withdraw a proposal. Within two (2) business days after the proposal opening, the Vendor requesting withdrawal must provide to the Agency all original work papers, documents, and other materials used in the preparation of the bid/offer.

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

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

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

14.7 Post-Award Vendor Debriefing

A bidder, 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, Bid 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 a bidder prefers to have legal representation present, the bidder must notify Jennifer Dotson, Bid 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. These rules and regulations can be found at: <https://www.dfa.ms.gov/dfa-offices/personal-service-contract-review/opscr/>

14.8 Protests

Any actual or prospective bidder who is aggrieved in connection with this solicitation or the outcome of this IFB may file a protest with the Jennifer Dotson, Bid Coordinator. The protest shall be submitted within seven (7) calendar days of notification of the contract award, 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 bidder or an individual authorized to sign contracts on behalf of the protesting bidder, 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 bidder must provide facts and evidence to support the protest. A protest is considered filed when received by Jennifer Dotson, Bid Coordinator via either U.S. Postal Service mail, postage prepaid, or by personal delivery. **Protests filed after 5:00PM CST, seven (7) calendar days of notification of the contract award, will not be considered. For additional information, please see the Notification of Intent to Award.**

For additional information regarding Protests, please see Section 7-112, of the *PPRB OPSCR Rules and Regulations* as updated and replaced by PPRB. These rules and regulations can be found at: <https://www.dfa.ms.gov/dfa-offices/personal-service-contract-review/opscr/>

Section 15 – MSDH Contract

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

A draft Contract has been included as **Attachment E** to this RFP for your review. Any contract entered into with the Agency pursuant to this RFP shall include clauses required pursuant to the *PPRB OPSCR Rules and Regulations* as updated and replaced by PPRB. These required clauses are mandatory and are nonnegotiable. A copy of the required contract clauses can be found at <https://www.dfa.ms.gov/media/9413/pprb-opscr-rules-and-regulations-eficitive-01182020.pdf>

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

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

Section 16 – Agency Website

This RFP, any amendment thereto, such as Questions and Answer document(s), and the Notice of Intent-To-Award will be posted on the Agency website at www.msdh.ms.gov 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 RFP are made a part of this RFP as if copied herein in words and figures.

Attachment A

PROPOSAL COVER SHEET

Proposals are to be submitted as listed below, on or before **Wednesday, September 28, 2022, 10:00 AM CST.**

PLEASE MARK YOUR ENVELOPE:

RFP for Consulting Services FY2024 MSHP
RFP RFX Number 3120002480
Opening Date/Time: Wednesday, September 28, 2022, 10:30 AM CST
Mississippi State Department of Health
Attention: Jennifer Dotson, Bid Coordinator
570 E. Woodrow Wilson Ave.
Jackson, Mississippi 39216-4538
SEALED BID – DO NOT OPEN

Name 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 A-1 Vendor Questionnaire

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

1. What month and year was your company started/established?
2. How many years have you or your company been in the business of performing the services called for in this RFP?
3. Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation.
4. For how many customers has your company provided the equivalent or similar services in requirements and scale to those services described in this RFP for in the past four (4) years?
5. What is the largest customer or government agency your company has provided the equivalent or similar services in requirements and scale to those services described in this RFP for in the past four (4) years?
6. Has your company ever been involved in a lawsuit involving any area covered by this RFP? If yes, provide details including dates and outcomes.
7. During the past four (4) years, has your company, related entities, principals or officers ever been a party in any material criminal litigation, whether directly related to this RFP or not? If yes, provide details including dates and outcomes.
8. Has your company been cited or threatened with citation within the last four (4) 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.
9. Has your company had any HIPAA breaches or incidents determined to be reportable to the U.S. Department of Health and Human Services (DHHS) within the last four (4) years? If yes, please describe the circumstances and the corrective action in detail.
10. 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.
11. Please confirm the proposal is valid for at least one (1) year subsequent to the date of submission.
12. List up to three (3) governmental clients for whom your company has provided one or more of the services requested in this RFP. If possible, please list three additional clients besides any previously listed references. For each client, specify the type of work performed by your company and the period of time retained as a client. For each client, the list must specify:
 - a. Client information, including the name, title, address, email address, and phone number of a person whom we may contact to confirm as needed,
 - b. The type of work your company provided to the client,
 - c. Contract effective dates for the time period(s) (beginning and end dates) your company provided services to the client.
13. List all clients that have discontinued use of your services in the past four (4) years and your understanding of their discontinued use of your services. For each client, the list must specify:

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

Attachment B

FEE SCHEDULE

Company	
Contact Person	
Telephone Number	
Email Address	

The pricing quoted shall be inclusive of, but not limited to, the following:

1. All required equipment/material(s);
2. All required insurance, bond, or other surety;
3. All required overhead/profit;
4. All required applicable taxes;
5. All required vehicles;
6. All required travel;
7. All required labor and supervision;
8. All required training;
9. All required business and professional certifications, licenses, permits, or fees; and,
10. Any and all other direct or indirect costs, incurred or to be incurred.

Project Phase		Pricing
Phase I	Initial Strategic Plan Roadmap/Workplan	
Phase II	Revision and Development Work	
Phase III	Draft FY 2024 MSHP	
Phase IV	Main Output (Final FY 2024 MSHP and Presentation to HP&RD Staff)	
Project Completion- 5% of total cost withheld until final product submitted and approved.		
TOTAL COST		

Total Cost will be used to evaluate Price

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

1. That he/she has thoroughly read and understands the Request for Proposals and Attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in the Request for Proposals and Attachments thereto;
3. That the company agrees to all provisions of the Request for Proposals and Attachments thereto to be included in any contract resulting from this RFP (Attachments 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 possess the requisite credentials to Design, Print, and Mail Services; and,
7. **NON-DEBARMENT:** By submitting a proposal, the vendor certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi.
8. **INDEPENDENT PRICE DETERMINATION:** The vendor certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other vendor or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices bid/offered.
9. **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES:** The prospective contractor represents as a part of such Contractor's proposal that such Contractor *has not* retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
10. **REPRESENTATION REGARDING CONTINGENT FEES:** Contractor represents that it *has not* retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Contractor's proposal.
11. **REPRESENTATION REGARDING GRATUITIES:** Contractor represents that it *has not* violated, *is not* violating, and promises that it *will not* violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *PPRB OPSCR Rules and Regulations*.

Company Name: _____

Printed Name of Representative: _____

Date: _____

Signature: _____

Note: *Failure to sign the fee schedule may result in the proposal being rejected as non-responsive. Modifications or additions to any portion of this proposal document may be cause for rejection of the proposal.*

Attachment C

REFERENCES

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

REFERENCE 1

Client Name	
Contact Name and Title	
Contact Address	
Contact Telephone Number and Cell Number	
Email Address	
Type of work provided	
Effective contract dates for the time frame services were/are being provided to client	
<i>Optional Additional Information</i>	
Alternate Contact Name and Title	
Contact Telephone Number and Cell Number	
Email Address	

REFERENCE 2

Client Name	
Contact Name and Title	
Contact Address	
Contact Telephone Number	
Email Address	
Type of work provided to the client	
Effective contract dates for the time frame services were/are being provided to client	
<i>Optional Additional Information</i>	
Alternate Contact Name and Title	
Contact Telephone Number and Cell Number	
Email Address	

REFERENCE 3

Client Name	
Contact Name and Title	
Contact Address	
Contact Telephone Number and Cell Number	
Email Address	
Type of work provided	
Effective contract dates for the time frame services were/are being provided to client	
Optional Additional Information	
Alternate Contact Name and Title	
Contact Telephone Number and Cell Number	
Email Address	

REFERENCE 4

Client Name	
Contact Name and Title	
Contact Address	
Contact Telephone Number	
Email Address	
Type of work provided to the client	
Effective contract dates for the time frame services were/are being provided to client	
Optional Additional Information	
Alternate Contact Name and Title	
Contact Telephone Number and Cell Number	
Email Address	

REFERENCE 5

Client Name	
Contact Name and Title	
Contact Address	
Contact Telephone Number	
Email Address	
Type of work provided to the client	
Effective contract dates for the time frame services were/are being provided to client	
Optional Additional Information	
Alternate Contact Name and Title	
Contact Telephone Number and Cell Number	
Email Address	



Attachment D

References Score Sheet

**RFP Consulting Services FY 2024 MSHP
RFX# 3120002480**

TO BE COMPLETED BY AGENCY STAFF ONLY

Company Name: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Service From/To Dates: _____

Able to provide services?	Yes	No
Satisfied with the services provided? If no, please explain.	Yes	No
Vendor easy to work with in scheduling services?	Yes	No
Were the services completed on time and within budget?	Yes	No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here ____.)	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend them?	Yes	No

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

Score: Pass/Fail

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

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

Notes: _____

Called by: _____
Signature Title Date

Attachment E

MISSISSIPPI STATE DEPARTMENT OF HEALTH CONTRACT FOR PROFESSIONAL SERVICES

1. Parties. This contractual agreement is entered into by and between the Mississippi State Department of Health (hereinafter “MSDH” or “Agency”) and [Company Name] (hereinafter “Contractor”).
2. Purpose. The purpose of this contract is for MSDH to engage Contractor to provide certain professional services.
3. Period of Performance. This contract will become effective for the beginning [Month Day, 20XX] and ending on [Month Day, 20XX], upon the approval and signature of the parties hereto.
4. General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in Attachment A, captioned “General Terms and Conditions”, attached hereto and incorporated herein.
5. Acknowledgements and Special Terms. This contract is hereby made subject to the terms and conditions included in Attachment B, captioned “Acknowledgements and Special Terms”, attached hereto and incorporated herein.
6. Scope of Services. Contractor will perform and complete in a timely and satisfactory manner the services described in Attachment C, captioned “Services and Compensation”, and Attachment D, 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 Attachment C.
8. Notices. All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For MSDH: Daniel Edney, MD, FACP, 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.

DATE

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

DATE

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

ATTACHMENT A: GENERAL TERMS AND CONDITIONS

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; i
 - (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.

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ATTACHMENT B: ACKNOWLEDGEMENTS AND SPECIAL TERMS

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

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

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

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

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

1. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
2. has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
3. has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
4. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
5. has not, within a three-year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

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

REPRESENTATION REGARDING GRATUITIES. Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

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

ATTACHMENT C: SERVICES AND COMPENSATION

SCOPE OF SERVICES

In fulfillment of the purposes of this Agreement, the Contractor shall provide MSDH with the professional consulting services detailed below and further described in Attachment D. Services shall include, but are not limited to, the following:

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 D. 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 D: 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.]