



MISSISSIPPI STATE DEPARTMENT OF HEALTH

**REQUEST FOR QUALIFICATIONS (RFQ)
Public Health Campaigns and
Marketing Services for Master Contract
Advertising Agencies Only**

RFx# 3140003831

ISSUE DATE

Tuesday, March 19, 2024

CLOSING DATE AND TIME

Friday, April 19, 2024

10:00 AM CT

Qualifications must be received by:

Proposal Coordinator

Jennifer Dotson

570 E. Woodrow Wilson Ave.

Jackson, MS 39216-4538

Telephone: 601.576.7627

Email: jennifer.dotson@msdh.ms.gov

SECTION 1: Procurement Process

1.1 Background

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

The MSDH seeks to hire a professional services consultant which would effectively create and promote a variety of public health campaigns, assist with rebranding, website development, applications development, and other communications and media projects as they arise. The contractor shall be expected to assist agency staff in the development and implementation of said campaigns under the direction of the MSDH Director of Communications. The contractor shall be experienced in traditional communications and advertising, digital and social media marketing, publication development, cooperative promotions, consumer fulfillment, public relations, international marketing, product development, offering capabilities and expertise in every communication discipline, and additional marketing services which may include the preparation of collateral materials, services for the planning of merchandising programs, direct response advertising services, sales promotions, and research services. Although MSDH anticipates contracting with one vendor, MSDH reserves the right to make multiple awards. *Any resulting contract will not be considered exclusive and MSDH may contract with other vendors for media and communications services.*

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

1.2 Procurement Timeline

Event	Date/Time
Request for Qualifications Issue Date	Tuesday, March 19, 2024 Tuesday, March 26, 2024
Questions and Requests for Clarification	Monday, April 1, 2024: Due 12:00 PM CT
Anticipated Posting of Written Responses	Friday, April 5, 2024
Qualifications Package Submission Deadline	Friday, April 19, 2024, by 10:00 AM CT
Qualifications Opening:	Friday, April 19, 2024, 11:00 AM CT
Anticipated Public Notice of Intent to Award	Thursday, April 25, 2024
Anticipated Formal Notice of Intent to Award	Monday, April 29, 2024
Request PPRB June Board Meeting Agenda	Wednesday, May 1, 2024
Anticipated Post-Award Debriefing Deadline	Thursday, May 2, 2024
Anticipated Protest Deadline	Monday, May 6, 2024
PPRB Meeting for Approval	Wednesday, June 5, 2024

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

1.3 Questions and Requests for Clarification

Offerors must carefully review this solicitation, the Contract, any risk management provisions, and all attachments for defects, questionable, or objectionable material. Following review, vendors may have questions to clarify or interpret the RFQ in order to submit the best qualifications possible. To accommodate questions and requests for clarification, Offerors shall submit any such question(s) via email by the deadline reflected in the **Section 1.2 Procurement Timeline**. All questions and requests for clarification must be directed by email to Jennifer Dotson at:

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

When submitting questions and requests for clarification, “**RFQ Public Health Campaigns and Marketing Services RFX #3140003831**,” should be the subject for the email. Question submittals should include a reference to the applicable RFQ section and be submitted in the format shown below:

No.	RFQ Section, Page No.	Question/Request for Clarification
1.		

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

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

1.3.3 All communications regarding this RFQ must be directed to the Qualifications Coordinator. Unauthorized contact regarding the RFQ with other employees of the Agency may result in the Offeror being disqualified, and the Offeror 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.

1.4 Qualifications Acceptance Period The Agency will accept qualifications until **Friday, April 19, 2024, by 10:00 AM CT**. Qualifications shall be delivered to the RFQ Coordinator listed on the cover page of this RFQ. Qualifications submission requirements are contained in Section 3 of this RFQ.

1.5 Rejection of Qualifications

Qualifications which do not conform to the requirements set forth in this RFQ may be rejected by MSDH. Qualifications may be rejected for reasons which include, but are not limited to, the following:

- The qualifications contain unauthorized amendments to the requirements of the RFQ.
- The qualifications are conditional.
- The qualifications are incomplete or contain irregularities which make the qualifications indefinite or ambiguous.
- The qualifications were received late. Late qualifications will be maintained unopened in the procurement file.
- The qualifications are not signed by an authorized representative of the party.
- The qualifications contain false or misleading statements or references.
- The qualifications do not offer to provide all services required by the RFQ.
- Any other reason MSDH determines to be in the best interest of the State.

Qualifications that include terms and conditions that do not conform to the terms and conditions in the RFQ document are subject to rejection as non-responsive. Further, submission of qualifications that are not complete and/or signed is subject to rejection as non-responsive. The Agency reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its qualifications prior to a determination by the Agency staff of non-responsiveness based on the submission of nonconforming terms and conditions.

1.6 Withdrawal of Qualifications

If the price bid/offered is substantially lower than those of other Offerors, a mistake may have been made. An Offeror may withdraw its qualifications from consideration if certain conditions are met:

- 1) The qualifications are submitted in good faith;
- 2) The price bid/offered is substantially lower than those of other Offerors 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 qualifications demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

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

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

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

1.7 Expenses Incurred in Preparing Offers

The MSDH accepts no responsibility for any expense incurred by any Offeror in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the Offeror.

1.8 Proprietary Information

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

Offeror must also provide a redacted Public Copy as described herein. Any pages not redacted accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures. The Offeror shall submit a completed Proprietary Information Acknowledgement form, attached to this RFQ as **Attachment G**.

1.9 Restrictions on Communication with Agency Staff

At no time shall any Offeror or its personnel contact, or attempt to contact, any MSDH staff regarding this RFQ except the RFQ Coordinator listed on the cover page of this RFQ in the manner prescribed in Section 1.3. Unauthorized contact regarding the RFQ with other employees of the agency may result in the potential Offeror being disqualified, and the potential Offeror may also be suspended or disbarred from the State.

1.10 Registration with Mississippi Secretary of State

By submitting qualifications, the Offeror 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 five (5) 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.

1.11 Debarment

By submitting qualifications, the Offeror certifies that it is not currently debarred from submitting qualifications for contracts issued by any political subdivision or agency of the State of Mississippi or federal government and that it is not an agent of a person or entity that is currently debarred from submitting qualifications for contracts issued by any political subdivision or agency of the State of Mississippi or federal government. The Offeror shall submit a completed MSDH Debarment Verification Form, attached to this RFQ as **Attachment F**. It shall be received by the MSDH, in

the qualifications submitted by the Offeror, no later than **Friday, April 19, 2024, by 10:00 AM CT**. The MSDH reserves the right to deem any qualifications not containing an executed MSDH Debarment Verification Form as non-responsive to the RFQ.

1.12 Offeror Investigations

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

1.13 Independent Price Determination

By submitting qualifications, Offeror 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, offeror or competitor relating to those prices, the intention to submit qualifications, 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.

1.14 Offeror Certification

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

1.15 Registration with Mississippi's Accountability System for Governmental Information and Collaboration (MAGIC)

If the Offeror is not already registered as a supplier in MAGIC, the Offeror should register as a supplier with the State of Mississippi. Registering as a supplier with the State of MS allows businesses to register for upcoming opportunity notifications by the products they supply, search the system for upcoming solicitations, respond to solicitations electronically, and receive purchase orders via e-mail. The registration can be completed at the following link: <http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliershttp://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/supplier-self-service/vendors/supplier-self-service/>. Any questions regarding registration in MAGIC should be directed to the Mississippi Management and Reporting System (MMRS) staff by emailing mash@dfa.ms.gov or calling 601-359-1343.

1.16 Discussions with Offerors

Discussions may be conducted with Offerors who submit qualifications determined to be reasonably susceptible of being selected for award; however, qualifications or qualifications may be accepted without such discussions. Likewise, MSDH also reserves the right to accept any qualifications as submitted for contract award, without substantive negotiation of proposed terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

1.17 Solicitation Document

The RFQ is comprised of the base RFQ document, any attachments, any amendments issued prior to the submission deadline, and any other documents released before the contract award. The attachments to this RFQ are made a part of this RFQ as if copied herein in words and figures.

1.18 Acknowledgement of Amendments

MSDH reserves the right to amend the contents of this RFQ as it deems necessary. This RFQ, all questions, requests for clarification, and answers, and any other amendments will be published on the Mississippi Contract/Procurement Opportunity Search Portal and the MSDH website in a manner that all Offerors will be able to view.

Should an amendment to the RFQ be issued, it will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the MSDH website in a manner that all Offerors will be able to view. Further, Offerors must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the qualifications package. The acknowledgment should be received by the MSDH by the time and at the place specified for receipt of qualifications.

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

It is the sole responsibility of the Offeror to monitor the MSDH website and the procurement portal for amendments to the RFQ to ensure their qualifications comply with any such amendments.

1.19 Exceptions

Offerors taking exception to any part or section of the MSDH Standard Independent Contractor Agreement shall indicate such exceptions on the Contract Exception(s) form, **Attachment H**. Failure to indicate any exception will be interpreted as the Offeror's intent to comply fully with the requirements as written. Conditional or qualified qualifications, unless specifically allowed, shall be subject to rejection in whole or in part. The qualifications must contain a high degree of acceptance of contract terms and conditions listed in **Attachment I** of this RFQ.

1.20 Informalities and Irregularities

MSDH has the right to waive minor defects or variations of a qualifications 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 an Offeror with the qualifications for MSDH to properly evaluate the qualifications, MSDH has the right to require such additional information as it may deem necessary after the time set for receipt

of qualifications, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

1.21 Right to Reject Qualifications

MSDH reserves the right to reject any and all qualifications during any step of the procurement process, even after negotiations have begun. MSDH reserves the right to reject any and all qualifications if the Offeror takes exception to the terms and conditions of the RFQ and/or fails to meet the terms and conditions and/or in any way attempts to limit the rights of MSDH and/or the State of Mississippi, including but not limited to, the required contractual terms and provisions set forth in this RFQ.

1.22 No Obligation to Contract

The release of this RFQ does not constitute an acceptance of any submitted qualifications, nor does such release in any way obligate the Mississippi State Department of Health (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 the Mississippi State Department of Health (MSDH), including the decision to make no award of Contract.

1.22.1 Type of Contract

The resultant contract from this RFQ shall consist of an MSDH Independent Contract, this RFQ and any amendments, and any responses thereto, including, the Offeror's qualifications, and/or Offeror's best and final offer (as applicable). Compensation for services under a contract resulting from this RFQ will be in the form of a firm-fixed price agreement.

1.22.2 Any work performed by the awarded Offeror prior to start date of a valid, executed contract is done at Offeror's sole risk. The State is under no obligation to pay for work performed prior to contract start date.

1.22.3 Standard MSDH Independent Contractor Agreement

A draft Contract has been included as **Attachment I** to this RFQ for your review. Any contract entered into with the Agency pursuant to this RFQ shall include clauses required pursuant to the *PPRB OPSCR Rules and Regulations* as updated and replaced by PPRB. These required clauses are mandatory and are nonnegotiable. For your convenience, the required clauses, and other clauses MSDH cannot modify, are in **bold** headings in the sample agreement. A copy of the required contract clauses can be found at [Microsoft Word - 12-17-19 Final OPSCR Rules SOS APA \(ms.gov\)](#) or by contacting the MSDH Chief Procurement Officer.

1.22.4 Exceptions to the Standard Terms

MSDH discourages exceptions to the draft contract content, regardless of whether the contract clause is required or not. Such exceptions may cause qualifications to be rejected as non-responsive. Qualifications which condition the qualifications based upon the State accepting other terms and conditions not found in the RFQ, or which take exception to

the State's terms and conditions, may be found non-responsive, and no further consideration of the qualifications will be given.

1.22.5 Term

MSDH intends to enter into a firm fixed price agreement. The initial term of the contract resulting from the RFQ shall be for a period of four (4) years. MSDH reserves the right to exercise an option to renew the contract for one (1) successive year under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed one.

A contract will be awarded to the Offeror whose qualifications are determined to be the most advantageous to the State, taking into consideration the factors set forth in the RFQ.

1.23 General References Throughout the RFQ

This RFQ, any amendment thereto, such as Questions and Answer document(s) and Summary of Pre-Qualifications Conference, Tour, or Site Visit, if any were issued, the Notice of Intent to Award, and the Evaluation Report will be posted on the Agency website Agency website at <http://www.msdh.ms.gov> under RFQs/Grants in the bottom left corner of the webpage.

Throughout this document, the various references below refer to the webpages or documents found at the specified link:

- “The MSDH website” refers to the website found at www.msdh.ms.gov
- “The Mississippi Contract/Procurement Opportunity Search Portal” or “the procurement portal” refers to the website found at https://www.ms.gov/dfa/contract_bid_search/Home/Buy
- “The *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*” or “the PPRB OPSCR Rules and Regulations” refers to the rules and regulations found at <https://www.dfa.ms.gov/personal-service-contract-review>.

1.24 MSDH Rights Reserved

By and through this RFQ, MSDH hereby reserves its rights to the following:

- Reject any and/or all qualifications received in response to this RFQ.
- Waive minor irregularities if MSDH determines that waiver would be in its best interest and would not result in an unfair advantage for other Offerors and potential Offerors.
- Reject any timely and properly submitted qualifications in its entirety for failing to meet any of the mandatory requirements identified herein.
- Reject qualifications which, as determined by MSDH, present excessive requests for contract modifications, RFQ or Scope of Work revisions, or any other exceptions.
- Select for contract or for negotiations, qualifications other than that with the lowest cost.
- If negotiations fail to result in a contract or agreement prior to the anticipated contract start date, MSDH may terminate negotiations and take such other action as MSDH deems appropriate.
- Make multiple awards.

SECTION 2: Scope of Services and Requirements

2.1 Scope of Services

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

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

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

1. **WEBSITE** – Website design and development, copywriting, graphics.
2. **CAMPAIGN DEVELOPMENT/CREATIVE SERVICES** – Graphic design, brochures, fact sheets, flyers, posters, signage, advertising and/or multimedia presentations.
 - a. Provide campaign proposal to the Director of Communications with research, concepts, media vehicles and media buys, and financial allocations (based on the amount of the proposal).
 - b. Provide methodology of the process for monitoring and evaluating the effectiveness of a campaign.
 - c. Provide all source files that then become the property of MSDH (electronic, print, website ready, social media etc.).
 - d. At the completion of every campaign, and within a reasonable amount of time, provide a campaign evaluation that should include samples of all spots in all formats, impressions, views what was innovative, what worked, what failed, and future innovations.
3. **DIGITAL MARKETING** – Email marketing, development of digital media creative (banner ads, pay per click ads, blogs, web videos and mobile apps), SEO (Search Engine Optimization) strategy and optimization, placement, and ongoing evaluation/adjustment to maximize campaign performance.
4. **COPYWRITING** – Copywriting and editing services for a wide variety of marketing tools including website, collateral, programmatic documentation, case studies, testimonials, annual reports, and other purposes.
5. **VIDEOGRAPHY** – Live action and/or animated video production and post-production. Marketing, promotional, testimonial, case-study, web streaming, video blogging, slideshows, events, etc.
6. **PHOTOGRAPHY** – Professional photography services for events, employee testimonials, case studies, website images, collateral, and other purposes.
7. **EVENTS** – Assist MSDH with scheduling, planning, publicizing, staffing, and/or hosting, among other things, necessary for the production of MSDH events, such as conferences,

public events, training, and other events as determined by MSDH. Contractor may also be required to contract directly with other vendors necessary to facilitate the MSDH event. Arrange trainings and presentations, including securing the facilitator and the facility and be available for press conferences when needed – at times providing equipment and necessary staff to carry out duties.

8. **MEDIA BUYING & PLACEMENT** - Negotiation and placement of advertising in various media channels including radio, TV, out-of-home, and print publications.
9. **PRINTING** – Printing services for a wide range of marketing and sales materials, including one-sheets, folders, booklets, annual reports, banners, etc.
10. **MARKET RESEARCH** – Contractor will conduct primary research and focus groups as needed, along with analysis of existing market research to inform MSDH programs and goals.

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

2.3 Other Requirements

2.3.1 Insurance

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

- **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.
- **Comprehensive General or Commercial Liability** insurance, with minimum limits of one million dollars, \$1,000,000.00 per occurrence.

2.4.1 The company represents that it will maintain workers' compensation insurance which shall insure to the benefit of all the company's personnel performing services under this Contract, comprehensive general liability insurance, and employee fidelity bond insurance. All general liability, professional liability and fidelity bond insurance will provide coverage to MSDH as an additional insured.

2.4.2 All insurance policies will list the State of Mississippi as an additional insured.

2.4.3 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. A certificate of insurance providing the aforesaid coverage shall be furnished to MSDH prior to commencement of services resulting from this RFQ. MSDH reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

- 2.4.4 The Offeror shall be prepared to provide evidence of required insurance upon request by the MSDH at any point during the contract period and should consult with legal counsel regarding its obligations.
- 2.4.5 Contractor shall submit to Agency within fifteen (15) business days of notification of intent to award, a certificate of insurance and/or bond which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within fifteen (15) business days may be cause for your qualifications to be declared non-responsive or for your contract to be cancelled.
- 2.4.6 Offeror shall submit renewal certificates as appropriate during the term of the Contract.
- 2.4.7 Offeror shall instruct the insurers to provide the Agency thirty (30) days advance notice of any insurance cancellation.
- 2.4.8 Offeror 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.
- 2.4.9 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.
- 2.4.10 Contractor shall not commence work under this contract until it obtains all insurance and/or bond required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. After work commences, the Contractor will keep in force all required insurance and/or bond until the contract is terminated or expires.
- 2.4.11 In no event shall the requirement for insurance, bond, or other surety be waived. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Agency.

2.5 **Multiple Awards**

MSDH reserves the right to make multiple awards.

SECTION 3: Qualifications Submission Requirements and Minimum Requirements

3.1. Qualifications Submission Deadline

All qualifications submitted in response to this RFQ must be received by the RFQ Coordinator listed on the cover page of this RFQ **no later than Friday, April 19, 2024, by 10:00 AM CT.**

Timely submission is the sole responsibility of the Offeror. Qualifications packages received after the specified time shall be rejected and maintained unopened as part of the procurement file. All Offerors are urged to take the possibility of delay into account when submitting a qualifications package. The agency will not be responsible for mail delays, lost mail, or any other delivery failure. All risk of late arrival due to unanticipated delay – whether delivered by hand, U.S. Postal Service, courier or other delivery service or method – is entirely on the Offeror. Qualifications is considered delivered to the Agency when it is received by the RFQ Coordinator, MSDH Procurement Staff, or the MSDH receptionist at the Osborne Building at the MSDH address stated below.

The time and date of receipt shall be indicated on the envelope or package by the RFQ Coordinator, MSDH Procurement Staff, or the MSDH receptionist. The only acceptable evidence to establish the time of receipt is the time and date stamp of the RFQ Coordinator on the qualifications or other documentary evidence of receipt used by the RFQ Coordinator. Offerors may request the RFQ Coordinator provide them documentation of receipt of their qualifications.

3.2 Manner of Submission

Qualifications must be submitted by U.S. Mail, other courier, or by hand delivery in a sealed envelope or package. The outside of the envelope or package should be marked:

RFQ Public Health Campaigns and Marketing Services

RFQ RFx # 3140003831

Submission Deadline: **Friday, April 19, 2024, by 10:00 AM CT**

Attention: Jennifer Dotson, Qualifications Coordinator

MISSISSIPPI STATE DEPARTMENT OF HEALTH

570 E. Woodrow Wilson Ave.

Jackson, MS 39216-4538

SEALED QUALIFICATIONS – DO NOT OPEN

Qualifications submitted via facsimile (fax) machine, e-mail, or other electronic submission method will not be accepted.

All qualifications shall be in writing. Offerors shall submit labeled three ring binders containing one (1) original, signed qualifications package, three (3) copies of the qualifications package (also in three ring binders), and one (1) electronic copy of the qualifications package (on or flash drive). Any video submission should be labeled and submitted in MP4 format on the jump drive along with the electronic submission.

Electronic Submission: The electronic files shall not be password protected, shall be in Portable Document Format (PDF®) or Microsoft Word and/or Microsoft Excel format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel. The

procurement staff, not the evaluation committee, will have exclusive access to this electronic copy, which shall consist of the following:

- a. One (1) electronic copy of the complete qualifications including all attachments in the form as required herein.
- b. One (1) PUBLIC electronic copy of the complete qualifications including all attachments and referenced documents in a searchable Microsoft Office® format, preferably in Word® or PDF®, that has been redacted *if the qualifications contain confidential information as described below.*

3.3 Public Copy of Complete Qualifications/Mississippi Public Records Submission

Any Offeror who alleges its qualifications contains confidential commercial and financial information of a proprietary nature and/or trade secrets protected from disclosure under the Mississippi Public Records Act pursuant to Mississippi Code Annotated, §§ 25-61-91, *et seq.*, 79-23-1 and or 75-26-3(d) shall submit a Public Copy as stated herein. Offeror must compete and submit **Attachment H**, Proprietary Information Acknowledgement.

3.3.1 Public Copy:

At the time the qualifications package is submitted, Offeror shall provide, in addition to copies required above, a full complete copy of the qualifications and a second copy of the full and complete qualifications with redactions in black to any information Offeror deems to be confidential commercial and financial information of a proprietary nature and/or trade secrets. Offeror must also include a statement identifying which section(s) or information has been redacted and the specific statutory authority for the exemption(s). *An electronic copy of the redacted qualifications and statement should be marked PUBLIC and included as a part of the electronic submission as described above.*

The Public Copy of the qualifications is considered a public record and is subject to release by MSDH without notice to the Offeror pursuant to Miss. Code Ann. §§ 25-61-1 *et seq.* MSDH may release the Public Copy pursuant to requests under the Mississippi Public Records Act or any other reason deemed necessary by MSDH.

3.3.2 Petition for Protective Order:

MSDH may not provide notice of any request for public records. Therefore, any Offeror that prefers further protection of its records (outside of, or in addition to, that option offered under Section 3.3.1) should file a petition for a protective order in the Chancery Court of Hinds County, Mississippi within twenty-one (21) calendar days following the qualifications deadline. Any such petition should request an injunction under Miss. Code Ann. §§ 75-26-5(3) and 25-61-9 and request that the Court identify all information in the qualifications as confidential commercial or financial information under Mississippi Code §§79-23-1 or 25-61-9, and/or trade secret under Mississippi Code §§75-26-3(d), 75-26-5(3) or 25-61-9.

The petition should also cite the following requirements of Miss. Code Ann § 25-61-9(7): “For all procurement contracts awarded by state agencies, the provisions of the contract which contain the commodities purchased or personal or professional services provided,

the unit prices to be contained within the procurement contracts, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information.”

Notice of any such petition being filed in the Chancery Court of Hinds County, Mississippi shall be served on MSDH in accordance with the Mississippi Rules of Civil Procedure. Offeror shall also directly provide MSDH General Counsel a copy of such notice by mail to MSDH Attn: General Counsel 570 E. Woodrow Wilson, Jackson, MS 39216, and a courtesy copy via email within twenty-one (21) days of the qualifications submission deadline. Delivery via email shall be made to Christin Williams, MSDH General Counsel, at Christin.Williams@msdh.ms.gov. The risk of delivery shall be borne by the Offeror.

3.3.3 No Confidential Commercial Information:

If an Offeror does not submit a Public Copy, MSDH will consider the qualifications submitted to be the Public Copy and subject to being released, in full, without notice to the Offeror.

Any Offeror that does not allege their qualifications contains confidential commercial or financial information and/or trade secrets protected from disclosure under the Mississippi Public Records Act pursuant to Miss. Code Ann. §§ 25-61-1, *et seq.*, 79-23-1, 75-26-3(d), and/or 75-26-5(3) shall submit a signed acknowledgement attached hereto as **Attachment G**, along with its qualifications submission. The acknowledgement shall be signed by a person with signatory and binding authority for the Offeror.

Failure to submit either a redacted version of the Offeror’s qualifications or signed acknowledgement on or before the qualifications submission deadline may result in the Offeror being deemed non-responsive. MSDH shall have the sole discretion to provide additional time for the Offeror to complete the requirements of Section 3.3.

By submitting qualifications to MSDH in response to this RFQ, Offeror indicates its consent and waiver as described in this Section. Offeror acknowledges that, if the protection of confidential commercial or financial information of a proprietary nature or a trade secret is challenged by any person, business, or governmental body, then Offeror shall be responsible for intervening and justifying its protection from public disclosure in any applicable hearing or proceeding at Offeror’s sole and exclusive cost.

3.4 Minimum Qualifications

The following minimum requirements are mandatory. Failure to meet any of these requirements will result in disqualification of the qualifications submitted by your company. In addition to completing and submitting the Certification of Minimum Qualifications, please provide the page number of your qualifications package that supports each minimum qualification. You may also respond by restating each minimum qualification, including the number listed below with a statement and documentation that proves specifically how your company meets that minimum criterion. *MSDH reserves the right to request any additional information in support of the minimum requirements.*

If, in the opinion of the procurement team, you fail to prove that your company meets any of these minimum requirements, the qualifications 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 Offeror to respond timely and completely to any such notice as unreasonable delays and/or non-responsive submissions may result in the disqualification being upheld without further review.

The Offeror must have:

3.4.1 Prior Experience: The Offeror must have ten (10) years as an established advertising firm providing marketing, public information/educational, and communications campaigns.

- a. Prior experience working for a Mississippi State Agency or entity: Qualified vendors must have provided media/communication services for a state agency within the last 3 years.
- b. Must have demonstrated experience in each area of the scope of services as described in **Section 2** that can be submitted immediately upon request.

3.4.2 Financial Stability or Solvency: Offeror must certify that it is financially solvent and must provide independently audited financial statements for the current or previous fiscal year, whichever is most recent. If independently audited financial statements do not exist, Offeror must state the reason and, instead submit sufficient information to enable the Agency to access the financial stability or solvency of the Offeror, such as financial statements, credit ratings, a line of credit, or other financial arrangements sufficient to enable the Offeror to be capable of meeting the requirements of this RFQ. Costs associated with MSDH campaigns have ranged up to \$500,000 or more. Offeror must be able to financially sustain multiple concurrent campaigns. **Pass/Fail Score**

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

3.4.3 References: Offeror must provide three (3) letters of reference from other contracts under which services similar in scope, size, or discipline were performed or undertaken within the past five (5) years.

Each letter should be on company letter head include the following information:

- a. Name, telephone number, and email address for contact providing recommendation;
- b. Dates of service;
- c. Work done;
- d. Budget;
- e. Level of satisfaction with your team;
- f. Level of satisfaction with finished product; and
- g. Whether they would use your services again

The Agency may make reasonable investigations deemed necessary and proper to determine the ability of the Offeror to perform the work, and the Offeror shall furnish to the Agency all

information for this purpose that may be requested. The Agency reserves the right to reject any qualifications if the evidence submitted by, or investigation of, the Vendor fails to satisfy the Agency that the Offeror is properly qualified to carry out the obligations of the Contract and to complete the work described therein. **Pass/Fail**

3.4.4 Assigned Contact or Team Lead: Provide the name, position, and qualifications of the person who will head MSDH campaigns.

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

3.4.6 Offeror must submit a signed acknowledgment of compensation/blended rate.

3.5 Content of Qualifications

Each Offeror must submit qualifications in writing and in the style and format outlined herein. MSDH discourages overly lengthy and costly qualifications. In preparing qualifications response, all narrative portions should be straightforward, detailed, and precise.

Qualifications must be typewritten on 8.5” x 11” paper (charts or graphs may be provided 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 qualifications need not comply with font and margin restriction. **Qualifications must adhere to page limits were specified.**

Responsive qualifications shall consist of two (2) separate sections: Management and Cost. Pursuant to Mississippi Code Annotated §§ 27-104-7 and 31-7-401 through 31-7-423, the State of Mississippi requires “blind” evaluation of certain factors, including Cost, not requiring knowledge of the name of an offeror. Blind evaluation requires that *all Vendor/Offeror-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.*

Although Cost is generally required to be submitted blind. Because the rate is set by MSDH, the PPRB approved MSDH’s request to openly review Cost at the March 6, 2024, Board Meeting. As a result, **NO PORTION OF THESE QUALIFICATIONS IS REQUIRED TO BE BLIND.**

Hard copies of the Qualifications should be submitted in three ring binders. The sections of responsive qualifications shall be comprised as listed below. It is the Offeror’s responsibility to organize and separate the information into sections and tabs accordingly.

SECTION I MANAGEMENT

Tab 1 – Qualifications Cover Sheet (Attachment A) and Questionnaire (A-1): Failure to complete and/or sign may result in Respondent being determined nonresponsive.

In preparing your written response to the narrative questionnaire, you are required to repeat each question, including the number, or requirement followed by your response. Please provide complete answers and explain all issues in a concise, direct manner.

Tab 2– Two (2) Sample Campaign along with the corresponding (2) Scopes of Work. Campaigns submitted must meet the following criteria:

1. Each submission must be an actual campaign (not mock) and should include all advertising pieces that accompany each campaign such as social media ads, billboards, television ads, etc.
2. At least one (1) campaign must be for a state agency.
3. Neither campaign can be work performed for MSDH.
4. At least one (1) should be a public information/educational campaign.
5. Each campaign must be submitted with a Scope of Work including goals of campaign, messages, call to action, marketing strategy, media strategy, target audience, budget, and performance reports on each campaign.
6. The two (2) Sample Campaigns should include all advertising pieces that accompany each campaign such as social media ads, billboards, television ads, etc.

MSDH should be able to review the Scope of Work and corresponding Campaign to evaluate whether vendor met the goals of the Scope of Work and review for other evaluation factors.

Tab 3 –Minimum Vendor Requirements Confirmation: Minimum Qualifications Certification- **Attachment B** and the Statement of Experience- **Attachment C** and any supporting documentation.

Tab 4 – Company Background and Experience and Résumés for Key Staff: Respondent must provide:

1. A brief statement (two (2) page limit) of the company’s background and experience, with specific attention to the requested scope of work,
2. A brief management summary of about the team and how you company will manage MSDH projects (three (3) page limit),
3. Resumes of Key Staff- Provide a complete résumé of key vendor staff who will be assigned to render services to the Agency, including detailed information on any special training or designations. Include what role and responsibilities each individual will fulfill throughout the length of the contract. Also, specifically identify the project manager and/or executive who will serve as the primary contact for the Agency. Provide each person’s total number of years of experience related to the services being requested in the RFQ. **Resumes and staff qualifications should not exceed 20 pages.**

Tab 5 – References- Each vendor must furnish at least three (3) trade letters of reference as described in Section **3.4 *Minimum Qualifications***. These references must be familiar with the Vendor’s abilities in the areas involved with this solicitation.

**SECTION II
COST**

Tab 6 – Price Acknowledgement Form (Attachment D) - Failure to complete and/or sign the Price Acknowledgment Form may result in Vendor being determined non-responsive. **Modification or addition to any portion of the Attachment may be cause for rejection of the qualifications.**

Tab 7 -- Financial Statements-

Tab 8 – Attachments- Please include Attachments that have been signed if signature is required.

1. Signed Acknowledged Amendments
2. Attachment E. Standard Certifications
3. Attachment F. Debarment Certification
4. Attachment G. Proprietary Information
5. Attachment H. Contract Exceptions

SECTION 4: Evaluation and Award

All qualifications received in response to this RFQ by the stated deadline will receive an evaluation. The evaluation of any qualifications 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 qualifications and/or Offeror fails to meet any of the mandatory requirements as stated in this RFQ, the qualifications 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 Offeror impractical or otherwise not in the best interests of the Mississippi State Department of Health and/or the State of Mississippi.

Minor Informalities/Errors: Qualifications with errors that do not alter the substance of the qualifications can be accepted, and the Agency Chief Procurement Officer may allow the Offeror to correct the problem as long as the irregularities are insignificant mistakes that can be waived or corrected without prejudice to other Offerors. The Agency has the right to waive minor defects or variations of a qualifications from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured.

Right to Request Additional Information: If insufficient information is submitted by an Offeror with the qualifications for the Agency to properly evaluate the qualifications, the Agency has the right to require such additional information as it may deem necessary after the time set for receipt of qualifications, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

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

MSDH will evaluate Offerors' qualifications in three steps.

4.1 Step One: Compliance Phase: Determination of Responsive and Responsible Offerors

During this initial phase of the evaluation process, all qualifications received are reviewed to determine if mandatory RFQ requirements have been satisfied, meaning whether qualifications/Offeror is responsive, responsible, and/or acceptable. Compliance requirements are not assigned a point percentage or score but are simply recorded as Pass or Fail.

Qualifications will be reviewed to determine whether the Offeror will be deemed responsive and responsible.

4.1.1 Responsive Respondent

Offeror must submit qualifications which conforms in all material respects to this RFQ, as determined by MSDH.

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

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

4.1.2 Responsible Respondent

Offeror must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance, as determined by MSDH. At a minimum, an Offeror must meet or exceed the minimum qualifications as stated in **Section 3** to be deemed responsible.

4.2 Step Two: Analysis Phase: Evaluation Committee

Qualifications that satisfactorily complete Step One will be reviewed and analyzed by an evaluation committee to determine if the qualifications adequately meet the needs of MSDH. The evaluation committee will award points using the factors listed below. There are a total of 100 points available.

4.2.3 Management Factors – 65 Points (65%)

Brief Statement of Relevant Company Background and Experience and Management Summary (5 page limit total)

A. Company Background and Experience (25 points/%)

- How well does the Offeror's background demonstrate their expertise in relation to the required services listed in the MSDH proposed scope of work? (5 points)
- To what extent does the Offeror have history and experience in performing the work?
- To what extent does the offeror document industry or program experience? (10 points)
- Does the offeror demonstrate a track record of service as evidenced by on-time, on budget, and contract compliance performance? (10 points)

B. Proposed Staff Qualifications (15 points/%)

- To what extent has the offeror developed a team of with a high level of subject matter expertise necessary to provide the required services? (10 points)
- To what extent has the offeror demonstrated the availability of personnel, facilities, equipment and other resources: (5 points)

C. Evaluation of Campaigns (25 points/%)

- The campaigns are effective, creative, and demonstrate innovative ideas. (20 points)
- To what extent do the campaigns meet the scope of work? (5 points)

D. Cost Factors (Price) – 35 Points (35%)

The Procurement Staff will review qualifications and award points. Every qualifications package which includes a signed Price Acknowledgement form will receive a maximum of 35 points. Qualifications that do not include the Price Acknowledgement form may be rejected as nonresponsive.

4.3 Step Three: Finalize Contract

MSDH will contact the Offeror with the qualifications which best meets the agency’s needs (based on factors evaluated in Step Two) and may attempt to negotiate an agreement that is deemed acceptable to both parties.

4.3.1 Negotiating with Next-Ranked Offeror

Should negotiations discussed in **Section 4.3** fail to result in a contract that is acceptable to both parties or the State ceases doing business with any Contractor selected through this RFQ process, for any reason, the State reserves the right to initiate negotiations with the next ranked Offeror.

4.4 Award

Following evaluation, the Agency will issue a Notice of Intent to Award to the responsive and responsible Offeror whose qualifications is determined in writing, to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in the RFQ. No other factors or criteria shall be used in the evaluation.

4.4.1 Notice of Intent to Award

The Notice of Intent to Award for this procurement will be made available to the public through posting on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency website. All participating Offerors will be notified in writing of MSDH’s intent to award a contract and identify the selected Offeror.

4.4.2 Notice of Contract Award

Following issuance of the Notice of Intent to Award, successful negotiation of the contract, and approval of the contract by the Public Procurement Review Board and any other required entities, MSDH will make a Notice of Contract Award available to the public.

SECTION 5: Debriefing and Protest Rights

5.1 Post-Award Vendor Debriefing

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

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

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

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

5.2 Protests

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

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

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

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

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

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

ATTACHMENT A: QUALIFICATIONS COVER SHEET

Qualifications are to be submitted as listed below, on or before **March 6, 2024, at 10:00 AM, Central Time.**

PLEASE MARK YOUR PACKAGE:

RFQ Public Health Campaigns and Marketing Services

RFx #3140003831

Submission Deadline: Friday, April 19, 2024, by 10:00 AM CT

Attention: Jennifer Dotson, Qualifications Coordinator

MISSISSIPPI STATE DEPARTMENT OF HEALTH

570 E. Woodrow Wilson Ave.

Jackson, MS 39216-4538

SEALED QUALIFICATIONS – DO NOT OPEN

Organization Name: _____

Organization's Physical Address: _____

Organization's Mailing Address: _____

Organization's Principal Place of Business: _____

Organization's Place of Performance of Services (if different): _____

Contact Person's Name: _____

Contact Person's Title: _____

Contact Person's Phone No.: _____

Contact Person's Fax No.: _____

Contact Person's Email Address: _____

Tax I.D. Number: _____

DUNS Number: _____

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

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

Minority-Owned _____ Women-Owned _____

ATTACHMENT A-1: OFFEROR QUESTIONNAIRE

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

1. The name of the Offeror, the physical location and mailing address of your company's home office, principal place of business, and place of incorporation of the Offeror's principal place of business, and, if different, the place of performance of the proposed contract;
2. What is the age of the Offeror's business and average number of employees over the past five years (3), as specified in the RFQ;
3. Please provide a listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within the past three years (3), as specified in the RFQ;
4. How many years has your company been in the business of performing the services called for in this RFQ?
5. Please provide the names of three (3) clients currently using similar skills, services, and products of the Respondent as identified in this RFQ. For each client provide:
 - a. The name of a contact person, title, address, and telephone number for each customer shall also be specified.
 - b. The number of years the Vendor has been working with each client.
 - c. Letters of reference including campaign work and budget. *MSDH reserves the right to contact each reference listed in the Respondent's qualifications.*
6. Please confirm that your company agrees to provide adequate on-site support as needed. This will include technical support for live press conferences or MSDH presentations.
7. Please confirm that the Respondent is in compliance with all current contracts.
8. Has your company ever been involved in a lawsuit involving any area covered by this RFQ? If yes, provide details including dates and outcomes.
9. During the past three (3) years, has your company, related entities, principals, or officers ever been a party in any material criminal litigation, whether directly related to this RFQ or not? If yes, provide details including dates and outcomes.
10. Has your company been cited or threatened with citation within the last three (3) years by federal or state regulators for violations of any federal, state, or local law or federal, state or local regulation? If yes, please describe the circumstances in detail.

11. Confirm that your company is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any federal department or agency, or by any political subdivision or agency of the State of Mississippi.
12. Please confirm the qualifications is valid for at least one (1) year subsequent to the date of submission.
13. List at least one (1) governmental client(s) for whom your company has provided one or more of the services requested in this RFQ. If possible, please list additional client(s) besides any previously listed references. Please, specify the type of work performed by your company and the period of time retained as a 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.MSDH reserves the right to contact each client to inquire about the services you provided.
14. List all clients that have terminated your contract before the contract term expired in the past three (3) years and your understanding of their discontinued use of your services. For each client, the list must specify:
 - a. Client information, including the name, title, address, email address, and phone number of a person whom we may contact to confirm as needed,
 - b. The type of work your company provided to the client,
 - c. Contract effective dates for the time period(s) (beginning and end dates) your company provided services to the client.
 - d. Reason services were discontinued.

ATTACHMENT B: MINIMUM QUALIFICATIONS CERTIFICATION

<p>Minimum Qualifications are used by MSDH to determine whether the Offeror meets the qualifications and has had experience providing comparable services MSDH is requesting. Please state the page number on which supporting information or documentation can be found. Any response that does not demonstrate that the Offeror meets these Minimum Qualifications by the response deadline will be considered non-responsive and will not be evaluated further. Be sure to complete and return this section.</p>	
<p>Experience:</p> <ul style="list-style-type: none"> <input type="checkbox"/> The Vendor has at least ten (10) years experience as an established advertising firm providing marketing, public information/educational, and communications campaigns. <input type="checkbox"/> Vendor has provided media/communication services for a state agency within the last 3 years. 	<p>See supporting information found on page(s) of the qualifications:</p>
<p>Financial Stability or Solvency:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Offeror confirms that it is financially stable/solvent. <input type="checkbox"/> Offeror has provided independently audited financial statements (or sufficient information to enable the Agency to access the financial stability or solvency of the Offeror as described in the solicitation). 	
<p>References:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Respondent has provided a listing of contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within the past five (5) years. <input type="checkbox"/> Respondent has provided three (3) letters of reference. 	
<p>Assigned Contact and Immediate Availability:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Respondent has provided the name of the assigned contact <input type="checkbox"/> Respondent confirms that the assigned contact will be available for meetings with MSDH Director of Communications, MSDH program areas and the stipulated MSDH campaign manager. <input type="checkbox"/> Respondent confirms that it understands and agrees that due to the nature of its work, MSDH may require immediate response and agency priority. Respondent agrees to provide immediate and priority response as requested by MSDH. 	

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

Signature Print Name/Title Date

**ATTACHMENT C
STATEMENT OF EXPERIENCE WITH SCOPE**

Type of Work	Experience? Yes or No	Amount of Experience? Limited (L), Some (S), or Extensive (E)	Work done Primarily In-house or Subcontractor?	Sample and Reference available upon request? Y or N
Website				
Campaign Development				
Digital Marketing				
Copywriting				
Videography				
Photography				
Events				
Media Buying & Placement				
Premium Broker				
Printing				
Market Research				

ATTACHMENT D: PRICE ACKNOWLEDGEMENT FORM

With this form, our firm hereby acknowledges and agrees that the blended hourly rate (the same cost per hour regardless of service) for this contract during the first four (4) years and any allowable renewal is set as \$110/hour.

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

PRINTED Name of Offeror/Representative	
Signature:	
Date:	

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

ATTACHMENT E
STANDARD CERTIFICATIONS AND ACKNOWLEDGEMENTS

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

1. That he/she has thoroughly read and understands the Request for Qualifications and Attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in the Request for Qualifications and Attachments thereto;
3. That the company agrees to all provisions of the Request for Qualifications and Attachments thereto including, but not limited to, be included in any contract resulting from this RFQ (Attachment E);
4. That the company will perform the services required at the prices quoted above;
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date;
6. The Contractor represents that its workers are licensed, certified **and/or** possess the requisite credentials to perform AAR/IP services; and,
7. **NON-DEBARMENT:** By submitting qualifications, the Offeror certifies that it is not currently debarred from submitting Qualifications for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting Qualifications for contracts issued by any political subdivision or agency of the State of Mississippi.
8. **INDEPENDENT PRICE DETERMINATION:** The Offeror 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 qualifications, 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 qualifications 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 qualifications.

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

Company Name: _____

Printed Name of Representative: _____

Date: _____

Signature: _____

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

ATTACHMENT F: DEBARMENT VERIFICATION FORM

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

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

Federal Debarment Certification:

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

State of Mississippi Debarment Certification:

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

Partnership Debarment Certification:

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

 Signature of Authorized Official
(No stamped signature)

 Date

ATTACHMENT G: PROPRIETARY INFORMATION FORM

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

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

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

- Offeror **has provided** a Public Copy of its submission, along with a statement identifying which section(s) or information has been redacted and the specific statutory authority for the exemption(s). Offeror understands that MSDH may release the Public Copy without any further notice to the Offeror. Offeror further understands that, should it wish for the entire qualifications to be kept from release as a public record, it can file a request for protective order in Hinds County Chancery Court within twenty-one (21) calendar days following the qualifications submission deadline and must provide notice of the filing to MSDH.

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

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

Signature of Authorized Official
(No stamped signature)

Date

ATTACHMENT H: CONTRACT EXCEPTION SUMMARY FORM

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

This Form MUST be COMPLETED and SIGNED.

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

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

Signature of Authorized Official
(No stamped signature)

Date

ATTACHMENT I: SAMPLE CONTRACT

(TO BE COMPLETED BY MSDH ONLY)

**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 period beginning [Month Day, 20XX] and ending on [Month Day, 20XX], upon the approval and signature of the parties hereto.
4. General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in Attachment A, captioned “General Terms and Conditions”, attached hereto and incorporated herein.
5. Acknowledgements and Special Terms. This contract is hereby made subject to the terms and conditions included in Attachment B, captioned “Acknowledgements and Special Terms”, attached hereto and incorporated herein.
6. Scope of Services. Contractor will perform and complete in a timely and satisfactory manner the services described in Attachment C, captioned “Services and Compensation”, attached hereto and incorporated herein.
7. Consideration. As consideration for the performance of the services referenced above, MSDH agrees to compensate Contractor as provided in Attachment C.
8. Notices. All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For MSDH: Daniel Edney, MD, FACP, FASAM
State Health Officer
Mississippi State Department of Health
Post Office Box 1700
Jackson, Mississippi 39215-1700

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

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

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

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

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

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

DATE

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

DATE

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

ATTACHMENT A: GENERAL TERMS AND CONDITIONS

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

the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

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

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

10. **Confidentiality.** Notwithstanding any provision to the contrary contained herein, it is recognized that MSDH is a public agency of the State of Mississippi and is subject to the Mississippi Public

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

11. Disclosure of Confidential Information. In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*
12. Exceptions to Confidential Information. Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:
 - (1) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
 - (2) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer; is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
 - (3) is independently developed by the recipient without any reliance on confidential information;
 - (4) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
 - (5) is disclosed with the disclosing party’s prior written consent.
13. Disputes. Any dispute concerning a question of fact arising under this Contract shall be disposed of by good faith negotiation between duly authorized representative of MSDH and the Contractor. Disputes that cannot be resolved in this manner shall be determined by a court of competent jurisdiction in Hinds County, Mississippi. Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of its obligation in this agreement.
14. E-Payment. Contractor agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*

15. **E-Verification.** If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:
- a. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
 - b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
 - c. both.

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

16. **Failure to Deliver.** In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, MSDH, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that MSDH may have.
17. **Failure to Enforce.** Failure by MSDH at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of MSDH to enforce any provision at any time in accordance with its terms.
18. **Force Majeure.** Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in

meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.

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

20. Indemnification.

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

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

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

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

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

taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, MSDH shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

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

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

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

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

27. **Personally Identifiable Information.** Contractor will not disclose or release any Personally Identifiable Information (PII) to which the Contractor has access except as required to do so to authorized employees and officials within the scope of the Contractor's duties under this contract. Furthermore, Contractor acknowledges that any unauthorized disclosure of the information provided under this contract may violate Federal and/or State laws and subject the Contractor to penalties.
28. **Procurement Regulations.** The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at www.dfa.ms.gov.
29. **Record Retention and Access to Records.** Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. Unless mandated by federal or state law for a longer retention period, all records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later. Unless mandated by federal or state law for a longer retention period, all records related to this agreement that contain, or are associated with, protected health information (PHI) shall be retained by Contractor for at least six (6) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the six (6) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the six (6) year period, whichever is later.
30. **Recovery of Money.** Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to MSDH, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and MSDH. The rights of MSDH are in addition and without prejudice to any other right MSDH may have to claim the amount of any loss or damage suffered by MSDH on account of the acts or omissions of Contractor.
31. **Reimbursement.** MSDH agrees to provide reimbursement for the contract period. For contracts that include the use of Federal funds, MSDH agrees to provide reimbursement for the contract period in accordance with the requirements set forth in OMB Circular A-87. Such reimbursement will be made upon receipt of the necessary billing listing salaries, Social Security, retirement, and other items provided in this contract, including copies of payroll requisitions and invoice copies for materials, equipment, or supplies. Any final billings shall be submitted to MSDH no later than thirty (30) days after the close of the contract. Failure to submit final billings within the stated timeframe for this contract may be grounds for MSDH to reject such reimbursements. It is agreed by both parties that the following items will be made only when approved by both parties:
- a. Reimbursement in excess of the amount budgeted for any item; or

- b. Reimbursement of items not included in the budget; or
- c. The transfer of monies between items within the budget.

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

- 32. Requirements Contract. During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that MSDH shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of MSDH for the period of the contract. The amount is only an estimate and Contractor understands and agrees that MSDH is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that MSDH may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.
- 33. Right to Audit. Contractor shall maintain such financial records and other records as may be prescribed by MSDH or by applicable federal and state laws, rules, and regulations. Unless mandated by federal or state law for a longer retention period, Contractor shall retain these records for a period of three years after final payment, or until they are audited by MSDH, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies. Unless mandated by federal or state law for a longer retention period, Contractor shall retain these records for a period of six (6) years after final payment if such records contain, or are associated with, PHI. These records shall be made available during the term of the contract and the subsequent six (6) year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.
- 34. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
- 35. State Property. Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.
- 36. Stop Work Order.
 - a. *Order to Stop Work:* The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work

called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:

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

37. **Termination for Convenience.**

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

the notice of termination and may incur obligations as are necessary to do so.

38. **Termination for Default.**

- a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts,

“Termination”). (As used in this Paragraph of this clause, the term “subcontractor” means subcontractor at any tier).

- e. *Erroneous Termination for Default.* If, after notice of termination of Contractor’s right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
- f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

- 39. **Termination upon Bankruptcy.** This contract may be terminated in whole or in part by the Mississippi State Department of Health upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
- 40. **Third Party Action Notification.** Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.
- 41. **Trade Secrets, Commercial and Financial Information.** It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
- 42. **Transparency.** This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.
- 43. **Unsatisfactory Work.** If, at any time during the contract term, the service performed or work done by Contractor is considered by MSDH to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being

notified by MSDH, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, MSDH shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

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

ATTACHMENT B: ACKNOWLEDGEMENTS AND SPECIAL TERMS

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

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

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

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

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

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

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

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

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

ATTACHMENT C: SERVICES AND COMPENSATION

SCOPE OF SERVICES

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

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

COMPENSATION

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

Rates and purchases under this Agreement are as follows:

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

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

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

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

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