



MISSISSIPPI STATE DEPARTMENT OF HEALTH

**REQUEST FOR PROPOSALS (RFP)
Technical Assistance for Ryan White Part B
RFx# 3120002884**

**ISSUE DATE
Thursday, April 11, 2024**

**CLOSING TIME AND DATE
Proposals must be received by:
Thursday, May 9, 2024 @ 10:00 AM CST**

**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 proposals to hire a contractor to build the capabilities and capacity of the Ryan White Part B and EHE program. This will include comprehensive technical assistance to the Ryan White Program per the Notice of Award (NOA). These federal funds must be expended in accordance with the United States Office of Management and Budget (OMB) cost principles set forth by 2 CFR 230 and 42 CFR 92:22.

MSDH is seeking to procure the services of a single vendor. Additional information about the services the Agency is seeking can be found in Section 2, “Scope of Services” of this RFP. Priority will be given as stated in Section 2.1. MSDH intends to award (1) contract to (1) vendor but reserves the right to make multiple awards.

The specific Part B Grant requirements are found in Mississippi’s Ryan White Part B NOA, the Part B Program Guidance, the Department of Health and Human Services (DHHS) Human Immunodeficiency Virus-Acquired Immunodeficiency Virus (HIV-AIDS) Bureau (HAB) Part B Universal. Fiscal and programmatic monitoring standards including the OMB federal regulations and requirements. The Mississippi HIV/AIDS Services Program is a federally mandated component of the Ryan White HIV/AIDS Extension Act of 2009 (The Act). The Act has allocated Part B federal funds to Mississippi for support of this contract. For additional information, see the following:

HRSA monitoring standards and expectations - www.HRSA.gov

HRSA Part B Grantee guidelines - www.HRSA.gov

HAB Part B Grantee guidelines - www.HRSA.gov DSS

ADAP program guidelines - www.HRSA.gov

ADAP Manual - <http://hab.hrsa.gov/manageyourgrant/adapmanual.pdf>

Ryan White Care Act

Federal National HIV/AIDS Strategy

1.2 Procurement Timeline

Event	Date/Time
Request for Proposal Issue Date	Thursday, April 11, 2024 Thursday, April 18, 2024
Questions and Requests for Clarification	Friday, April 26, 2024, 12:00 PM CST
Anticipated Posting of Written Responses	Tuesday, April 30, 2024
Proposal Package Submission Deadline	Thursday, May 9, 2024, 10:00 AM CST
Proposal Opening:	Thursday, May 9, 2024, 11:00 AM CST
Anticipated Public Notice of Intent to Award	Wednesday, May 15, 2024
Anticipated Formal Notice of Intent to Award	Friday, May 17, 2024
Anticipated Post-Award Debriefing Deadline	Wednesday, May 22, 2024
Anticipated Protest Deadline	Friday, May 24, 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 RFP. MSDH may also change the dates of the initial contract term without amendment to this RFP.

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 RFP in order to submit the best proposals possible. To accommodate questions and requests for clarification, Offerors shall submit any such question(s) via email by the deadline reflected in the Procurement Timeline. All questions and requests for clarification must be directed by email to Jennifer Dotson and Gwendolyn Taylor at:

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

Gwendolyn Taylor, Procurement Analyst
E-mail: gwendolyn.taylor@msdh.ms.gov

When submitting questions and requests for clarification, **“RFP for Technical Assistance for Ryan White Part B RFx #3120002884,”** should be the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

No.	RFP 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 RFP. The identity of the organization submitting the question(s) will not be revealed. All questions and answers will be published on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency's website as an amendment to the RFP by the date and time reflected in Section 2.
- 1.3.2** The Agency will not be bound by any verbal or written information that is not contained within this RFP unless formally noticed and issued by the contact person as an RFP amendment. Offerors are cautioned that any statements made by agency personnel that materially change any portion of the proposal document shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document.
- 1.3.3** All communications regarding this RFP must be directed to the Proposal Coordinator. Unauthorized contact regarding the RFP with other employees of the Agency may result in the 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 Proposal Acceptance Period The Agency will accept proposals until **May 9, 2024, 10:00 AM, CST**. Proposals shall be delivered to the RFP Coordinator listed on the cover page of this RFP. Proposal submission requirements are contained in Section 3 of this RFP.

1.5 Rejection of Proposals

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

- The proposal contains unauthorized amendments to the requirements of the RFP.
- The proposal is conditional.
- The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous.
- The proposal was received late. Late proposals will be maintained unopened in the procurement file.
- The proposal is not signed by an authorized representative of the party.
- The proposal contains false or misleading statements or references.
- The proposal does not offer to provide all services required by the RFP.
- Any other reason MSDH determines to be in the best interest of the State.

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

1.6 Withdrawal of Proposals

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

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

To withdraw a proposal that includes a clerical error after proposal opening, the Offeror must give notice in writing to the Agency of claim of right to withdraw a proposal. Within two (2) business days after the proposal opening, the 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 proposals, by simply making a request in writing to the Agency. No explanation is required.

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

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

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 proposal 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 RFP as **Attachment H**.

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 RFP except the RFP Coordinator listed on the cover page of this RFP in the manner prescribed in Section 1.3. Unauthorized contact regarding the RFP 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 a proposal, 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 a proposal, the Offeror certifies that it is not currently debarred from submitting proposals 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 proposals 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 RFP as **Attachment G**. **Attachment G** shall be received by the MSDH, in the proposal submitted by the Offeror, no later than **May 9, 2024, 10:00 AM, CST**. The MSDH reserves the right to deem any proposal not containing an executed MSDH Debarment Verification Form as non-responsive to the RFP.

1.12 Offeror Investigations

Before submitting a proposal, 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 proposal 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 a proposal, 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 a proposal, or the methods or factors used to calculate the prices bid/offered. The prices quoted shall be inclusive of, but not limited to the following: all required labor; all required equipment/material; all required insurance, bond, or other surety; all required overhead/profit; all required applicable taxes; all required vehicles; all required fuel and mileage; all required travel; all required labor and supervision; all required training; all required business and professional certifications, licenses, permits, or fees; and, any and all other direct or indirect costs, incurred or to be incurred. All pricing should include all associated costs with no additional or hidden fees.

1.14 Offeror Certification

Offeror agrees that submission of a signed proposal, 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 proposal 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 proposals determined to be reasonably susceptible of being selected for award; however, proposals or qualifications may be accepted without such discussions. Likewise, MSDH also reserves the right to accept any proposal 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 RFP is comprised of the base RFP document, any attachments, any amendments issued prior to the submission deadline, and any other documents released before the contract award. The attachments to this RFP are made a part of this RFP as if copied herein in words and figures.

1.18 Acknowledgement of Amendments

MSDH reserves the right to amend the contents of this RFP as it deems necessary. This RFP, 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 RFP 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 proposal package. The acknowledgment should be received by the MSDH by the time and at the place specified for receipt of proposals.

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

It is the sole responsibility of the Offeror to monitor the MSDH website and the procurement portal for amendments to the RFP to ensure their proposal complies 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 I**. Failure to indicate any exception will be interpreted as the Offeror's intent to comply fully with the requirements as written. Conditional or qualified proposals, unless specifically allowed, shall be subject to rejection in whole or in part. The proposal must contain a high degree of acceptance of contract terms and conditions listed in **Attachment J** of this RFP.

1.20 Informalities and Irregularities

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

1.21 15.6 Right to Reject, Cancel and/or Issue Another Solicitation

MSDH specifically reserves the right to cancel and reissue this solicitation. MSDH reserves the right to reject, in whole or in part, any or all bids/responses received. MSDH may reject any and all proposals during any step of the procurement process, even after negotiations have begun. MSDH reserves the right to reject any and all proposals if the Offeror takes exception to the terms and conditions of the RFP 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 RFP.

1.22 No Obligation to Contract

The release of this RFP does not constitute an acceptance of any submitted proposal, 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 RFP shall consist of an MSDH Independent Contract, this RFP and any amendments, and any responses thereto, including, the Offeror's proposal, and/or Offeror's best and final offer (as applicable). Compensation for services under a contract resulting from this RFP 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 J** to this RFP for your review. Any contract entered into with the Agency pursuant to this RFP shall include clauses required pursuant to the *PPRB OPSCR Rules and Regulations* as updated and replaced by PPRB. These required clauses are mandatory and are nonnegotiable. For your convenience, the required clauses 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 a proposal to be rejected as non-responsive. Proposals which condition the proposal based upon the State accepting other terms and conditions not found in the RFP, or which take exception to the State's terms and conditions, may be found non-responsive, and no further consideration of the proposal will be given.

1.22.5 Term

The initial period of performance of any contract resulting from this RFP will be three years, tentatively scheduled to begin (after PPRB contract approval) on or about July 5, 2024, to end on July 4, 2027. The Agency reserves the right to renew the Contract for up to two (2) additional years at the sole discretion of the Agency.

Renewal years are subject to the needs of MSDH, as well as the availability and appropriation of funds. MSDH shall notify the contractor, on a timely basis, that funds are or are not available for the continuation of the contract for each succeeding fiscal period. A multi-term contract will be canceled if funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period succeeding the first; however, this does not affect either the State's rights or the contractor's rights under any termination clause in the contract.

1.23 General References Throughout the RFP

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

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 RFP, MSDH hereby reserves its rights to the following:

- Reject any and/or all proposals received in response to this RFP.
- 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 proposal in its entirety for failing to meet any of the mandatory requirements identified herein.

- Reject proposals which, as determined by MSDH, present excessive requests for contract modifications, RFP or Scope of Work revisions, or any other exceptions.
- Select for contract or for negotiations, a proposal 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 services of this solicitation require comprehensive technical assistance to the Ryan White Program which began in 1990. The Contractor will manage evaluation activities of the program. The Evaluator must be able to provide flexible staff augmentation, design evaluation methodologies, evaluation plans and compliance solutions, identify data needs, develop data-collection plans and processes, manage data pipelines, build and maintain program management and reporting tools, provide technical training, complete all required reporting tasks, and present evaluation findings via written reports, GIS mapping tools, dashboards, or other materials quarterly.

In fulfillment of the purposes of this Agreement, the Contractor shall provide MSDH with the professional services detailed below. Services shall include, but are not limited to, the following:

1. Provide flexible **staff augmentation** to support MSDH's staff and program participant needs;
2. Provide **program review** to include contractor and sub-recipients;
3. Develop and implement **compliance solutions** for the Ryan White Program;
4. **Provide training** for reporting and data analytics for operational and compliance insights to the Ryan White Program;
5. **Provide review of CQM program and provide training** for staffing resources onboarded by MSDH; and
6. **Draft policies and procedures** to include standard operating procedures, compliant with the Ryan White policies, rules and regulations.
7. **Provide reporting solutions** to MSDH to track compliance, operations, and critical performance measures.

I. Staff Augmentation:

In an effort to assist MSDH with expanding its current operations, the agency requests flexible staffing resources to align with demands. The selected vendor will:

Coordinate with MSDH to identify periods of high demand and provide surge staffing in accordance with MSDH staffing needs and coordinate staffing schedules and skillsets to address the service needs.

*MSDH assigns a \$2.5 Million budget for the 5-year period for Staff Augmentation costs. Costs for staff augmentation provided by the contractor shall not exceed, the cumulative \$2.5 Million budget for this service.

II. Program Review

The Contractor will assist MSDH with assessing, developing, and implementing a contract and sub-recipient monitoring program to include, but not limited to, the following:

- Comprehensive Needs Assessment of the RWHAP system of care;
- Provide a quality assurance check of HRSA monitoring reports;
- Provide on-site review of sub-recipients;

- Develop updated monitoring tools based on Ryan White HIV/AIDS Program (RWHAP) National Monitoring Standards for RWHAP Part B Recipients;
- Develop a monitoring checklist;
- Develop HRSA monitoring standard operating procedures (SOPs);
- Develop recommendations for ongoing contract monitoring;
- Develop sub-recipient monthly report template;
- Develop and implement corrective action plan;
- Develop an appropriate procurement/solicitation process for all care and services related to the Ryan White program; and
- Facilitate weekly team meetings.

III. Compliance Development and Implementation:

The Contractor will assist MSDH with establishing and implementing a compliance and monitoring plan, to include, but not limited to, the required corrective actions (outlined below) for the Ryan White Program.

The Contractor will build upon MSDH's current programmatic and management framework of the Ryan White Program, perform an assessment of the current Ryan White Program, draft policies and procedures to ensure compliance, establish internal controls, standardize operations for consistent program delivery, develop routine compliance monitoring and enforcement actions, and prepare supporting documentation and testimony, if needed. Identified corrective actions are listed below.

1. Administration
 - a. reporting
 - b. service standards
 - c. sub-recipient monitoring
 - d. communication and technical assistance
 - e. eligibility determination
 - f. program staffing and infrastructure
 - g. procurement and contracting processes
 - h. agreements and assurances- service planning
 - i. oral health services
 - j. policies and procedures specific to EHE operations
2. Fiscal
 - a. policies and procedures for fiscal management
 - b. program Income tracking and reporting program income derived from ADAP
 - c. compliance with program income, cost principles, and reporting
 - d. sub-recipient monitoring visits and compliance testing
 - e. accounting/financial system to track receipt and expenditures by RWHAP, sub-award, cost category, object class, and service category
 - f. sub-recipient administrative expenses
3. Clinical Quality Management

- a. capacity building if CQM program
- b. performance measures for funded services, and
- c. QI Projects at system level

4. ADAP

- a. traceable ADAP enrollment or other medication resources for MAI referred clients,
- b. fiscal and programmatic controls for flex card distribution,
- c. emergency preparedness plan for potential disasters and continued access to care,
- d. methodology to project and track program income, and
- e. formulary

IV. Training and Transition:

The Contractor will develop and provide training and implement transition solutions to MSDH to include, but not limited to, the following:

- train staff regarding on-site monitoring visit best practices
- train staff on monitoring tools and checklist
- facilitate team meetings
- provide on-going trainings on fiscal and program oversight (at minimum quarterly)
- provide additional trainings as needed or identified by program staff
- conduct a training needs assessment for MSDH Ryan White program staff and partners (contractors and sub-recipient)
- develop MSDH program training from gaps identified from training needs assessment report

The primary objective is to assist MSDH with scaling the Ryan White Program by onboarding staff and operationalizing the activities outlined in this scope at which point the selected vendor will transition out. The selected vendor will prepare the team by training MSDH staff, preparing training material and delivering training sessions for MSDH based on the developed and approved Policies, Procedures, and Compliance Plan. The Contractor will also develop and deliver additional training sessions for MSDH reporting staff for the creation and maintenance of program dashboards.

V. Clinical Quality Management (CQM)

The Contractor will review the current CQM program and plan and provide training for staffing resources onboarded by MSDH. Following this review, the Contractor will:

- Assist with the development of the CQM program.
- Train staff in ongoing management and improvement of the CQM program.
- Develop new CQM template.
- Provide technical assistance to sub-recipients in best practices for CQM.

VI. Policy and Procedures

The Contractor will review the current program policies and procedures and provide training for program staff. Following this review, Contractor will:

- Develop and write best strategies for implementing new HRSA/HAB policy notices and program updates.
- Provide ongoing training on current HRSA/HAB policy clarification notices.
- Provide current policy research to respond to needs and challenges with sub-recipients.
- Provide technical assistance and updates to sub-recipients on current HRSA program policy.
- Provide training to sub-recipients on allowable costs.

The Contractor will review current program financial policies and procedures. Following this review, Contractor will:

- Provide 340B use guidance.
- Update and improve oversight of program income.
- Recommend modified and updated invoice system.
- Conduct analysis of sub-recipient cost per unit.
- Develop fiscal SOPs.
- Develop program revenue projections.
- Update and improved oversight of program revenues and invoices.
- Provide recommendations for future sub-recipient funding structure.
- Analyze MSDH pharmacy structure as it relates to program income generation.
- Provide recommendations for integration of pharmaceutical rebates as revenue stream.

VII. Reporting and Data Analytics:

The Contractor will provide reporting solutions to MSDH to track compliance, operations and critical performance measures for the Ryan White Program. As the program matures, Contractor will identify data trends that may impact operational activities, influence the program risk assessment, or alter the compliance plan. Contractor will:

- coordinate data environments to collect all necessary data for optimal reporting,
- draft reporting dashboards for MSDH approval,
- incorporate GIS reporting tools to enhance data utility,
- validate initial reports with MSDH staff and leadership to confirm accuracy,
- identify system enhancements or training improvements necessary to consistently produce accurate reports,
- compare industry benchmarks and MSDH expectations to program performance,
- apply data analytics to identify patterns that may improve program compliance or performance, and
- support iterative reporting feedback and modifications.

2.3 Other Requirements

2.4 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** for operations and contractual liability adequate to cover the liability assumed here under with limits of not less than \$500,000.00 on account of any one person and \$1.2 Million for each occurrence of property damage and personal injury.
 - (Subcontractor) The Offeror is responsible for ensuring that any subcontractors provide adequate insurance and/or bond coverage for the activities arising out of subcontracts.
- 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 insurances 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 RFP. 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 five (5) 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 five (5) business days may be cause for your proposal 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: Proposal Submission Requirements

3.1. Proposal Submission Deadline

All proposals submitted in response to this RFP must be received by the RFP Coordinator listed on the cover page of this RFP **no later than May 9, 2024, at 10:00 AM, Central Standard Time**

Timely submission is the sole responsibility of the Offeror. Proposal 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 proposal 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. A proposal is considered delivered to the Agency when it is received by the RFP 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 RFP 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 RFP Coordinator on the proposal or other documentary evidence of receipt used by the RFP Coordinator. Offerors may request the RFP Coordinator provide them documentation of receipt of their proposals.

3.2 Manner of Submission

Proposals 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:

RFP for Ryan White Technical Assistance

RFP RFx # 3120002884

Submission Deadline: **Thursday, May 9, 2024, at 10:00 AM CST**

Attention: Jennifer Dotson, Proposal Coordinator

MISSISSIPPI STATE DEPARTMENT OF HEALTH

570 E. Woodrow Wilson Ave.

Jackson, MS 39216-4538

SEALED PROPOSAL – DO NOT OPEN

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

All proposals shall be in writing. Offerors shall submit a labeled binder containing one (1) original, signed proposal package, 3 copies of the proposal package, and one (1) electronic copy of the proposal package (on or flash drive).

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

3.3 Public Copy of Complete Proposal/Mississippi Public Records Submission

Any Offeror who alleges its proposal 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 complete and submit **Attachment H**, Proprietary Information Acknowledgement.

3.3.1 Public Copy:

At the time the proposal is submitted, Offeror shall provide, in addition to copies required above, a full complete copy of the proposal and a second copy of the full and complete proposal 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 proposal and statement should be marked PUBLIC and included as a part of the electronic submission as described above.*

The Public Copy of the proposal 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 proposal deadline. Any such petition should request an injunction under Miss. Code Ann. §§ 75-26-5(3) and 25-61-9 and request that the Court identify all information in the proposal as confidential commercial or financial information under Mississippi Code §§79-23-1 or 25-61-9, and/or trade secret under Mississippi Code §§75-26-3(d), 75-26-5(3) or 25-61-9.

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 proposal 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 proposal submitted to be the Public Copy and subject to being released, in full, without notice to the Offer.

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

Failure to submit either a redacted version of the Offeror's proposal or signed acknowledgement on or before the proposal 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 a proposal to MSDH in response to this RFP, 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 proposal submitted by your company. Please respond by restating each minimum requirement, including the number listed below with documentation that proves specifically how your company meets that minimum criterion. If, in the opinion of the procurement team, you fail to prove that your company meets any of these minimum requirements, the proposal will be disqualified from further evaluation. If this happens, you will be notified of the decision and will have an opportunity to provide additional information to prove your company does meet the minimum requirements. It is incumbent upon the disqualified 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:** Offeror must have prior experience providing technical assistance to a state or jurisdiction for HRSA funded Ryan White Programs. Minimum experience providing this service, at this level to Ryan White programs is two (2) years.

Offeror should have previous experience in the following areas:

- a. Administrative Review of Program
- b. AIDS Drug Assistance Program (ADAP)
- c. Sub-recipient monitoring (including site visits)
- d. Financial Oversight (Accounting/budgeting)
- e. 340B Program
- f. Clinical Quality Management
- g. Applicable Technical Assistance
- h. Other (training, HIV/AIDS Bureau policy/procedure implementation)

- 3.4.2 Financial Stability or Solvency:** Offeror must certify that it is financially solvent and must be prepared to provide independently audited financial statements immediately upon request. 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 RFP. **Pass/Fail Score**

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

- 3.4.4** The Offeror may also be required to give a past history and references in order to satisfy the Agency in regard to the Offeror's qualifications. 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 proposal if the evidence submitted by, or investigation of, the Offeror 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.

3.5 Content of Proposals

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

Proposals must be typewritten on 8.5" x 11" paper (charts or graphs may be 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 proposal need not comply with font

and margin restriction. **Proposals shall not exceed 50 pages (back and front) total.** Document page count is further detailed in the chart below.

	Document	Included 50-page limit
Tab 1	Detailed Service Plan	Yes
Tab 2	Detailed Management Plan	Yes
Tab 3	Proposal Cover Sheet (Attachment A)	No
Tab 3	Offeror Questionnaire (Attachment A-1)	Yes
Tab 4	Minimum Qualifications Certification (Attachment B)	No
Tab 4	Minimum Offeror Requirements Confirmation	Yes
Tab 5	References (Attachment D)	No
Tab 6	Resumes for Key Staff	No. However, limit to 1 page each.
Tab 7	Additional Information (Not to exceed 5 pages)	Yes
Tab 8	Cost Proposal (Attachment C)	No
Tab 8	Yearly Budgets	No
Tab 9	Other Procurement Documents	No
	1. Acknowledged Amendments 2. Standard Certifications and Acknowledgements (Attachment F) 3. Debarment Verification Form (Attachment G) 4. Proprietary Information Acknowledgement (Attachment H) 5. Contract Exception (Attachment I)	No
Attachment A	Proposal Coversheet	No
Attachment A-1	Offeror Questionnaire	Yes
Attachment B	Minimum Qualifications Certification	No
Attachment C	Fee Schedule	No
Attachment D	References	No
Attachment E	Reference Score Sheet	No
Attachment F	Standard Certifications and Acknowledgements	No
Attachment G	Debarment Verification Form	No
Attachment H	Proprietary Information Acknowledgement	No
Attachment I	Contract Exception Form	No
Attachment J	MSDH Sample Contract	No

The proposal shall consist of three (3) separate sections: technical, cost, and management. Pursuant to Mississippi Code Annotated §§ 27-104-7 and 31-7-401 through 31-7-423, the State of Mississippi requires a **blind evaluation** of certain factors not requiring knowledge of the name of an offeror. *All Vendor/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. The Technical Section **shall have no identifying information (“Blind”)**; while Cost and the Management Section will be allowed to have identifying information. The PPRB approved MSDH’s request to openly review Cost at the January 3, 2024, Board Meeting.

Any proposals that do not adhere to these requirements will be deemed non-responsive and may be rejected on that basis.

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

SECTION I TECHNICAL (BLIND SUBMISSION)

Tab 1 – Detailed Service Plan- (BLIND)

Provide a clear and concise plan of action to achieve the expected outcomes/results of the Scope of Work. Offerors are encouraged to prepare the detailed service plan BLIND, meaning without any identifying information. This method helps with the flow of the document making it easier for the evaluators to read and evaluate. Offerors that prepare the technical section with identifying information and later strike, black out, or otherwise redact the information before submission, risk submitting a proposal that has not been properly redacted and is subject to rejection from evaluation.

SECTION II MANAGEMENT

Tab 2 – Detailed Management Proposal

There are no requirements regarding identifying information in the Management proposal, and Offerors should feel free to include any identifying information it deems necessary for a complete proposal.

Offerors should provide the following information in the Management Proposal:

- Detailed approach to the management of the program and ability to keep the program on target and to ensure that the requested services are provided;
- Offeror’s plan to ensure that all requests are being met and the ability to identify and resolve problems which occur;
- Identification of in-house resources vs. contracted resources;
- Description of the Offeror’s experience in providing services of similar scope and size as those required by this RFP, give the number of years that the company has been providing services, and provide a statement on the extent of any corporate expansion required to handle the service;
- Documentation of experience in performing similar work by employees and when appropriate, sub-contractors and understanding the importance of interacting with the appropriate MSDH staff and presenting a plan to do so appropriately;

- Method(s) for estimating and documenting personnel hours spent by staff on program activities to be sure they are sound and fair; (Personnel, equipment, facilities, to perform the services currently available or demonstrated to be made available at the time of contracting).

Tab 3 –Proposal Cover Sheet (Attachment A) and Offeror Questionnaire (A-1):

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

In preparing your written response to the Offeror Questionnaire (A-1), you are required to repeat each question, including the number, or requirement followed by your response. Please provide complete answers and explain all issues in a concise, direct manner. If you cannot provide a direct response for some reason (e.g., your firm does not collect or furnish certain information), please indicate the reason rather than providing general information that fails to answer the question. “Will discuss” and “will consider” are not appropriate answers.

Tab 4– Minimum Offeror Requirements Confirmation:

Respond by restating each minimum Offeror requirement and document how your company meets these minimum criteria. Refer to **RFP Section 3**. Also include **Attachment B**. Certification of Minimum Requirements.

Tab 5 – References (Attachment D)

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

Tab 6 – Résumés for Key Staff

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

Tab 7 – Any additional relevant information (not to exceed five (5) pages).

If you have additional information you would like to provide, including other services you provide, include it as Tab 7 of your proposal. It is the proposer's sole responsibility to submit information relative to the evaluation of its proposal and the Agency is under no obligation to solicit such information if it is not included in the proposal.

**SECTION III
COST**

Tab 8 – Cost Schedule (Attachment C) and Yearly Budget

Cost must be submitted on **Attachment C**. Failure to complete and/or sign **Attachment C** may result in Offeror being determined non-responsive. **Offerors should also include an explanatory budget for each contract year as a separate document included in the Cost Section of the proposal submission. Points will only be awarded by the procurement staff for the total five-year total cost submitted on the Cost Schedule.**

Tab 9 –Other Procurement Documents

1. Acknowledged Amendments
2. Standard Certifications and Acknowledgements (Attachment F)
3. Debarment Verification Form (Attachment G)
4. Proprietary Information Acknowledgement (Attachment H)
5. Contract Exception (Attachment I)

SECTION 4: Evaluation and Award

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

Proposals with errors that do not alter the substance of the proposal 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 proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured.

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

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

MSDH will evaluate Offerors' proposals in three steps.

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

During this initial phase of the evaluation process, all proposals received are reviewed to determine if mandatory RFP requirements have been satisfied, meaning whether a proposal/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.

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

4.1.1 Responsive Respondent

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

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

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

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

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

4.2.1 Technical Factors (Proposed Methodology) - 25 Points (25%) **Detailed Service Plan (Blind Submission)**

- To what extent does the offeror's proposal demonstrate a clear understanding of the scope of work and related objectives? (10 points)
- To what extent does the overall proposal meet the objectives and goals of the agency? (5 points)
- How well does the staffing plan demonstrate the contractor's ability to meet MSDH's needs? (5 points)
- To what extent does the proposal include quality control and assurance programs that meet MSDH needs? (5 points)

4.2.2 Cost Factors (Price) – 35 Points (35%)

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

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

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

Points will be awarded based on the projected five (5) year contract total. However,

Offerors must also include an explanatory budget for each contract year as a separate document included in the Cost Section of the proposal submission.

4.2.3 Management Factors – 40 Points (40%)

Detailed Management Plan

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

- How well does the Offeror's background demonstrate their expertise in relation to the required services? (5 points)
- To what extent does the Offeror have history and experience in performing the work? (10 points)
- To what extent 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: (2.5 points)
- To what extent does the offeror document industry/ program experience? (2.5 points)

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

4.3 Step Three: Finalize Contract

MSDH will contact the Offeror with the proposal 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 RFP 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 proposal is determined in writing, to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in the RFP. 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: PROPOSAL COVER SHEET

Proposals are to be submitted as listed below, on or before **May 9, 2024, at 10:00 AM, Central Time.**

PLEASE MARK YOUR PACKAGE:

RFP for Ryan White Technical Assistance

RFx # 3120002884

Submission Deadline: **Thursday, May 9, 2024, 10:00 AM CST**

Attention: Jennifer Dotson, Proposal Coordinator

MISSISSIPPI STATE DEPARTMENT OF HEALTH

570 E. Woodrow Wilson Ave.

Jackson, MS 39216-4538

SEALED PROPOSAL – DO NOT OPEN

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

ATTACHMENT B: MINIMUM QUALIFICATIONS CERTIFICATION

Minimum Qualifications are used by MSDH to determine whether the Offeror meets the qualifications and has had experience providing comparable services MSDH is requesting. 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.	
Experience: The Offeror must have prior experience providing technical assistance to a state or jurisdiction for HRSA funded Ryan White Programs. ☐ At least 2 years prior experience Offeror should have previous experience in the following areas: ☐ Administrative Review of Program ☐ AIDS Drug Assistance Program (ADAP) ☐ Sub-recipient monitoring (including site visits) ☐ Financial Oversight (Accounting/budgeting) ☐ 340B Program ☐ Clinical Quality Management ☐ Applicable Technical Assistance ☐ Other Experience (training, HIV/AIDS Bureau policy/procedure implementation)	☐ Yes
Financial Stability or Solvency: Offeror confirms that it is financially stable/solvent. Offeror will provide 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) upon request.	☐ Yes
References: Respondent has provided contact information for at least three (3) references. Respondent understands that it may be disqualified if MSDH cannot complete reference scoring within 48 hours. Respondent is encouraged to submit additional references.	☐ Yes

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: COST PROPOSAL

Offeror/Company Name	Representative (if different)	Telephone No.

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

1. All required equipment/material
2. All required insurance, bond, or other surety
3. All required overhead
4. All required profit
5. All required vehicles
6. All required labor and supervision
7. All required business and professional certifications, licenses, permits, or fees
8. All required postage and shipping costs
9. Travel, (unless required and pre-approved by MSDH)
10. All other costs

Contract Year	Total Cost
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Projected 5 Year Contract Total	

****Points for Cost will be awarded using only the Projected 5-year Contract Total****

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 D: REFERENCES

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

REFERENCE 1

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Summary of Project/Contract: _____

REFERENCE 2

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Summary of Project/Contract: _____

REFERENCE 3

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Summary of Project/Contract: _____

REFERENCE 4

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Summary of Project/Contract: _____

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

Name of Offeror: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Contacted By: _____ Position: _____

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

Services From/To Dates: _____

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

Score: Pass/Fail

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

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

Notes:

ATTACHMENT F STANDARD CERTIFICATIONS AND ACKNOWLEDGEMENTS

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

1. That he/she has thoroughly read and understands the Request for Qualifications and Attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in the Request for Qualifications and Attachments thereto;
3. That the company agrees to all provisions of the Request for Qualifications and Attachments thereto including, but not limited to, be included in any contract resulting from this RFQ (Attachment E);
4. That the company will perform the services required at the prices quoted above;
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date;
6. The Contractor represents that its workers are licensed, certified **and/or** possess the requisite credentials to perform AAR/IP services; and,
7. **NON-DEBARMENT:** By submitting a proposal, the 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 a proposal, or the methods or factors used to calculate the prices bid/offered.
9. **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES:** The prospective contractor represents as a part of such Contractor's proposal that such Contractor ***has not*** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
10. **REPRESENTATION REGARDING CONTINGENT FEES:** Contractor represents that it ***has not*** retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Contractor's proposal.

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

Company Name: _____

Printed Name of Representative: _____

Date: _____

Signature: _____

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

ATTACHMENT G: DEBARMENT VERIFICATION FORM

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

**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 H: PROPRIETARY INFORMATION FORM

At the time their proposal is submitted, Offeror has the option to provide a full and complete proposal 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 this redacted proposal should be marked PUBLIC and included as a part of the electronic submission along with the unredacted version.* Failure to submit a Public Copy may result in confidential information being released in a public records request.

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

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

- ☐ Offeror **has provided** a Public Copy of its proposal 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 proposal to be kept from release as a public record, it can file a request for protective order in Hinds County Chancery Court within twenty-one (21) calendar days following the proposal submission deadline and must provide notice of the filing to MSDH.
- ☐ Offeror **has not** submitted a redacted Public Copy of its proposal and understands that MSDH will consider the entire proposal 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 proposal to be kept from release as a public record, it can file a request for protective order in Hinds County Chancery Court within twenty-one (21) calendar days following the proposal submission deadline and must provide notice of the filing to MSDH. Otherwise, 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 proposal.

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

Signature of Authorized Official
(No stamped signature)

Date

ATTACHMENT I: CONTRACT EXCEPTION SUMMARY FORM

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

This Form MUST be COMPLETED and SIGNED.

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

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

Signature of Authorized Official
(No stamped signature)

Date

ATTACHMENT J: SAMPLE 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.]