



MISSISSIPPI STATE DEPARTMENT OF HEALTH

Bureau of Public Water Supply

SOLICITATION: Invitation for Bid (IFB)

SOLICITATION NUMBER: RFX # 3160007170

DESCRIPTION: Modified Unregulated Contaminant Monitoring Rule (UCMR): Analysis and Reporting of Drinking Water Sample Results or analytes, excluding Lithium, for Previously Unmonitored Systems

ISSUE DATE: Thursday, January 30, 2025

BID COORDINATOR: Dorthy Young, PhD., MHSA, CMPA or Kimberly LaBranche
570 E. Woodrow Wilson Ave.
Jackson, MS 39216-4538
Email: procurement@msdh.ms.gov

BID DUE DATE AND TIME: Thursday, February 27, 2025
10:00 AM CST

OPENING DATE AND TIME: Thursday, February 27, 2025
10:30 AM CST

GENERAL INSTRUCTIONS

Section 1 –Purpose

The Safe Drinking Water Act (SDWA) requires that once every 5 years the Environmental Protection Agency (EPA) issue a list of unregulated contaminants to be monitored by Public Water Systems (PWS). The implementation of this rule is currently in process. However, additional sampling of public water supply entry points is needed beyond those currently being assessed through the 5th iteration of the Unregulated Contaminant Monitoring Rule.

The Mississippi State Department of Health, Bureau of Public Water Supply (hereinafter “MSDH”, “Agency”) has issued this solicitation for sealed bids from qualified providers to provide laboratory analysis and reporting services of the 5th Unregulated Contaminant Monitoring Rule (UCMR5) analytes excluding Lithium (hereinafter “Modified UCMR5”) and its components in a price agreement for a two (2) year period. The Contractor must be an EPA approved Laboratory for UCMR5 excluding Lithium (see attached listing). Sampling is anticipated to begin May 2025.

Section 2 – Timeline

Invitation for Bid (IFB) Issued:	Thursday, January 30, 2025
Second Ad:	Thursday, February 6, 2025
Questions and Requests for Clarification:	Thursday, February 13, 2025: Due 12:00PM
Anticipated Posting of Written Answers to Questions	Tuesday, February 18, 2025
Sealed Bid Package Submission: Bid Opening:	Thursday, February 27, 2025, 10:00 AM CST
	Thursday, February 27, 2025, 10:30 AM CST
*Debriefing by Request	Friday, February 28, 2025 by 5:00 PM CST
PPRB for approval	Wednesday, March 5, 2025, 5:00 PM CST
Anticipated Posting of Notice of Intent to Award	Wednesday, March 5, 2025, 5:00 PM CST

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

Section 3 – Contact and Questions/Requests for Clarification

3.1 Bidders must carefully review this solicitation, the contract, risk management provisions, and all attachments for defects, questionable, or objectionable material. Following review, vendors may have questions to clarify or interpret the IFB to submit the best bid possible. To accommodate the questions

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

Dorthy Young, PhD., MHSA, CMPA, or Kimberly LaBranche, Bid Coordinators
E-mail: procurement@msdh.ms.gov

3.2 Vendors should enter “**IFB RFx # 3160007170 - Questions**” as the subject of the email. Question submittals must include a reference to the applicable IFB section and be submitted in the format shown below:

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

3.3 Official responses will be provided only for questions submitted as described above and to clarify information already included in the IFB. 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 IFB by the date and time reflected in Section 2.

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

3.5 All vendor communications regarding this IFB must be directed to the Bid Coordinator. Unauthorized contact regarding the IFB with other agency employees may result in the vendor being disqualified and suspended or disbarred from the State.

3.7 Acknowledgement of Amendments: Should an amendment to the IFB be issued, it will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the Agency's website in a manner that all bidders will be able to view. Further, bidders must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid package, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment should be received by the Agency by the time, date, and place specified for receipt of bids. The bidder's responsible for monitoring the websites for any updates or amendments to the IFB.

3.8 Bidder must provide a signed Acknowledgement of IFB Amendment(s), Questions and Answer document(s), if any were issued/posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the Agency's website. www.HealthyMS.com

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

Section 4 – Scope of Work

The Contractor shall perform and complete in a timely and satisfactory manner laboratory analytical and reporting services, and otherwise do all things necessary for or incidental to the performance of work, as stated herein.

4.1 The Contractor shall:

- 4.1.1 Assign an account representative to work directly with MSDH representatives to fulfill the following requirements of coordinating scheduling, shipping, receiving, analyzing, and reporting sample results for Modified UCMR5.
- 4.1.2 Use appropriate EPA Methods 533 and 537.1 for Per- and Polyfluoroalkyl Substances (PFAS).
- 4.1.3 Analyze a laboratory Field Blank when the method requires the analysis /detect exceeds the Minimum Reporting Level (MRL) as necessary.
- 4.1.4 Generate, based on the MSDH spreadsheet, a pre-filled Chain of Custody (COC) to include: PWS name, PWS ID number, site IDs, site name/description, etc.

Example key COC information

PWS Name	PWS ID number (7-digits)	Site ID	Site Name/Description
<i>Town of Whoville Water</i>	<i>MS0123456</i>	<i>TF080</i>	<i>10 Good Water Road, main well/plant</i>
		<i>ST005</i>	<i>123 Clearwater Circle, storage tank</i>

- 4.1.5 Upon award of contract and before shipping any sample kits to PWSs, provide for review and obtain MSDH approval of a complete sample kit that includes all contents for sample collection, packaging, and shipping instructions to serve as an example of your lab's process.
- 4.1.6 MSDH will provide an electronic spreadsheet of public water system inventory that contains approximately 728 Small GW (groundwater systems) serving less than 3,300 persons).
- 4.1.7 The number of sampling points is estimated to be 1291, including all Modified UCMR5 requirements and allowing for additional sampling if needed.

4.2 Reporting

- 4.2.1 Report all unreportable/rejected samples (due to contractor, collector/submitter, or commercial shipper negligence, actions, or inactions), and then the Contractor must ship a replacement kit to the PWS. Immediately, email MSDH, water.ucmr@msdh.ms.gov of all replacement sample

kit shipments caused by the PWS collector/submitter. Subject line of email message must include “***Modified UCMR resample caused by PWS***” along with the 7-digit PWS ID number (MS0123456).

- 4.2.2 Report all results to MSDH within 90 business days of sample receipt. Results provided shall be in database or spreadsheet format to allow for review and sorting capabilities. Alternatively, the contractor may grant the department access to its sample portal, where water quality analysis results can be exported for data analysis needs.
- 4.2.3 Email each invoice to water.invoices@msdh.ms.gov with attached reported batches of associated sample results.
- 4.2.4 Email all sample results regarding the Modified UCMR5 to water.ucmr@msdh.ms.gov with the subject line “ModUCMR5.”
- 4.2.5 Email (or mail) sample results to each PWS.

4.3 Shipping

- 4.3.1 Provide written collection and shipping instructions that clearly specify the scheduled sample collection week to the systems. **Small groundwater systems** must be monitored 2 times during a consecutive 12-month monitoring period, and sample events must occur 5 – 7 months apart.
- 4.3.2 Pay for all shipping costs for sampling kits sent to the individual PWSs, and kits will include prepaid shipping labels for return shipment to the contractor.
- 4.3.3 Package the MSDH cover letter, pre-filled COC document (with key information), sample instructions, custody seals, sample labels, sample vials/bottles, bag for ice, ice chest/shipping container, and prepaid return shipping label.

4.4 Contractors shall also:

- 4.4.1 Exercise precautions always for the protection of persons (including employees) and property. The project shall always be properly supervised and adequately manned by an experienced crew of appropriate size. All work shall be accomplished by skilled workers familiar with and trained to do this type of work. Workers shall be qualified to operate and/or use the equipment necessary to accomplish this work. The Contractor shall be responsible for the supervision and direction of the work performed by its personnel. The Contractor shall be responsible for instructing its personnel in all safety measures. All equipment used by the Contractor shall always be maintained in safe operating condition and be free from defects or wear that may in any way constitute a hazard to any person or persons on state property. All incidents involving

Agency property or personnel shall be reported to the designated Agency contact immediately upon occurrence.

- 4.4.2 Abide by all State, Federal, and/or Agency policies, procedures, ordinances, and/or laws pertaining to MSDH's operation at all times, including but not limited to the items listed above. Deviations from these policies by the Contractor or its personnel will not be tolerated and will be considered grounds for contract termination.
- 4.4.3 Perform all services provided in the contract between the bidder/Vendor and the Contracting Agency in accordance with customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices, and other agents. The Contractor shall be responsible for the complete performance of all work; for the methods, means, and equipment used, and for furnishing all materials, tools, apparatus, and property of every description used in connection therewith. No statement within this IFB shall negate compliance with any applicable governing regulation. The absence of detailed specifications or the omission of detailed descriptions shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used.
- 4.4.4 Administer and maintain all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by state, federal, and local laws such as social security and withholding taxes for their business and employees.
- 4.4.5 Make all unemployment compensation contributions as required by federal and state law(s) and process claims as required for their business and employees.

Section 5 - Basis for Award

- 5.1 **Award(s) will be made upon written notice to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth herein.** All bids will be reviewed first to determine whether a vendor is responsive, responsible, and/or acceptable. Bids are not assigned a point percentage and/or score but are instead simply recorded as PASS or FAIL. Bids with errors that do not alter the substance of the bid can be accepted, and the Agency's Chief Procurement Officer may allow the bidder to correct the problem prior to review if the irregularities are insignificant mistakes that can be waived or corrected without prejudice to other bidders.

- 5.1.1. **Responsive Respondent**

Bidder must submit a proposal that 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 before a determination by the MSDH of non-responsiveness based on the submission of nonconforming terms and conditions.

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

5.1.2. Responsible Respondent

The Bidder must have the capability in all respects to fully fulfil the contract requirements and the integrity and reliability that will ensure good faith performance, as determined by MSDH. At a minimum, the Bidder must meet or exceed the minimum qualifications as stated in Section 6 to be deemed responsible.

- 5.2** The Agency has the right to waive minor defects or variations of a bid from the exact specifications requirements that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If a bidder submits insufficient information with the bid for the Agency to properly evaluate the bid, the Agency has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.
- 5.3** All bids which are determined to be responsive, responsible, and/or acceptable will continue to the price bid or cost evaluation. The lowest cost bid will receive the maximum 100 points allocated to cost. The point allocations for cost on the other bids will be evaluated according to the following formula: Price of the lowest responsive and responsible bid divided by the price of the responsive and responsible bid being rated times the maximum 100 points allocated for cost equal the awarded points.
- 5.4 Bid Evaluation Process:** MSDH will review bid cost for each responsive and responsible bidder. The Agency intends to award one contract to provide the services described in this IFB to the lowest responsible and responsive bidder. However, MSDH reserves the right to make awards, depending on what is in the best interest of the Agency/state. The number of awards is at the sole discretion of the Agency.

Section 6 – Minimum Bidder Qualifications

To be qualified to submit a bid, the vendor must meet the minimum qualifications listed below:

- 6.1** Bidder must submit documentation confirming that it meets the following minimum requirements:
1. Bidder must be and remain on the list of *“Laboratories Approved by EPA to Support UCMR5” excluding the ability to perform Lithium analysis.*
 2. The Contractor will be utilizing EPA Methods 533 and 537.1 for analysis. Please provide one representative sample report for each method.
 3. Must have been in business and provided analysis and reporting services in requirements and scale to those described in this IFB for a minimum of two years.

6.2 Required Certification, Accreditation, and/or Licenses: Bidder must possess and maintain the minimum EPA certifications, accreditations, and/or licensures required for analysis and reporting of the contaminants in the UCMR5 list.

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

1. the ability, capacity, skill, and financial resources to perform the work or provide the service required
2. the ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference
3. the character, integrity, reputation, judgment, experience, and efficiency of the bidder
4. the quality of performance of previous contracts or services

6.4 Financial Stability or Solvency: **MSDH cannot prepay for services rendered or goods delivered. Therefore, all invoices must be submitted in arrears.** Bidder must certify that it is financially solvent and capable of providing services without prepayment. Bidder must also be prepared to provide independently audited financial statements immediately upon request. If independently audited financial statements do not exist, Bidder must state the reason and, instead, submit sufficient information to enable the Agency to access the financial stability or solvency of the Bidder, such as financial statements, credit ratings, a line of credit, or other financial arrangements sufficient to enable the Bidder to be capable of meeting the requirements of this IFB.

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

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

Section 7 – Contract Term

The estimated period of performance of any contract resulting from this IFB is tentatively scheduled to begin on or about May 2025 and to end June 2026. The Agency reserves the right to renew the contract for up to two (2) additional one (1) year periods at the sole discretion of the Agency for rejected or unreportable samples, detections which need confirmation samples analyzed, and other sampling points not on the original SDWARS list.

Section 8 – Bid Submission Requirements

8.1 Format

- ☐ Bid Cover Sheet (Attachment A)
- ☐ Vendor Questionnaire (Attachment A-1)
- ☐ Bid Form (Attachment B) – all pricing must be submitted on the bid. Failure to complete and/or sign the bid may result in the bidder being determined nonresponsive.
- ☐ Minimum Qualifications Certification (Attachment C) and any supporting documents
- ☐ References (Attachment D)
- ☐ Standard Certifications and Acknowledgments (Attachment F)
- ☐ Debarment Verification (Attachment G)
- ☐ Proprietary Information Form (Attachment H)
- ☐ Contract Exception Form (Attachment I)
- ☐ Signed Amendments

Failure to submit any of the above may result in the bid being rejected as non-responsive. Only responsive bids will be considered for award.

8.2 Delivery

8.2.1 All bids must be in writing. The signed original bid package, with two (2) copies of the signed original, and one (1) electronic copy of the bid package (on flash drive) in a sealed envelope or package, must be submitted to the Bid Coordinator no later than the time and date specified for receipt of bids.

8.2.2 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:

8.2.2.1 One (1) electronic copy of the complete bid package including all attachments in the form as required herein.

8.2.2.2 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.

- 8.2.3 Public Copy of Complete Proposal/Mississippi Public Records Submission-** Any Bidder who alleges its bid package 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. Bidder must complete and submit Attachment H, Proprietary Information Acknowledgement.
- 8.2.4 Public Copy:** At the time the bid package is submitted, Bidder shall provide, in addition to copies required above, a full complete copy of the bid package and a second copy of the full and complete proposal with redactions in black to any information Bidder deems to be confidential commercial and financial information of a proprietary nature and/or trade secrets. Bidder 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 bid package and statement should be marked PUBLIC and included as a part of the electronic submission as described above.
- 8.2.5** The Public Copy of the proposal is considered a public record and is subject to release by MSDH without notice to the Bidder 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.
- 8.2.6 Petition for Protective Order:** MSDH may not provide notice of any request for public records. Therefore, any Bidder 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.
- 8.2.7** The petition should also cite the following requirements of Miss. Code Ann. §25-61-9(7): “For all personal and professional service contracts which have been awarded (i.e., legally executed after all required approvals), the provisions of the contract containing services to be provided, the unit prices and overall price to be paid, and the term of the contract shall not be deemed a trade secret or confidential commercial or financial information, and shall be available for examination, copying, or reproduction in accordance with the Mississippi Public Records Act. Mississippi Code Annotated § 25-61-9(7).”
- 8.2.8** 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. Bidder shall also directly provide MSDH General Counsel a copy of such notice via email within twenty-one (21) days of the proposal submission deadline. Delivery shall be made to Christin Williams, MSDH General Counsel, at Christin.Williams@msdh.ms.gov. The risk of delivery shall be borne by the Bidder.

- 8.2.9** The sealed envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bids. Bids are subject to rejection unless submitted with the information included on the outside of the sealed bid envelope or package.
- 8.2.10 No Confidential Commercial Information:** If a Bidder does not submit a Public Copy, MSDH will consider the bid package submitted to be the Public Copy and subject to being released, in full, without notice to the Bidder.
- 8.2.11** Any Bidder that does not alleges their bid package 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 Bidder.
- 8.2.12** Failure to submit either a redacted version of the Bidder's bid package or signed acknowledgement on or before the bid opening may result in the Bidder being deemed non-responsive. MSDH shall have the sole discretion to provide additional time for the Bidder to complete the requirements of Section 8.
- 8.2.13** By submitting a bid package to MSDH in response to this IFB, Bidder indicates its consent and waiver as described in this Section. Bidder 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 Bidder shall be responsible for intervening and justifying its protection from public disclosure in any applicable hearing or proceeding at Bidder's sole and exclusive cost.
- 8.2.14** Sealed bid packages must be mailed or hand-delivered to and labeled as follows:

IFB for the
IFB: RFx #XXXXXXXX

Bid Submission: Thursday, February 27, 2025, 10:00 AM CST
Opening Date/Time: Thursday, February 27, 2025, 10:30 AM CST

Mississippi State Department of Health

Attention: Dorthy Young, PhD., MHSA, CMPA, or Kimberly LaBranche, Bid Coordinators

570 E. Woodrow Wilson Ave.

Jackson, Mississippi 39216-4538

SEALED BID – DO NOT OPEN

- 8.2.15** All sealed bid packages *must be received by the Bid Coordinator no later than 10:00 AM CST, Thursday, February 27, 2025*. Bid packages submitted via facsimile (fax) machine **will not** be accepted. It is suggested that if sealed bid packages is mailed to the Agency, it should be posted in certified mail with a return receipt requested. The Agency will not be responsible for mail delays or lost mail. All risk of late arrival due to

- unanticipated delay – whether delivered by hand, U.S. Postal Service, courier or other delivery service or method – is entirely on the vendor. All vendors are urged to take the possibility of delay into account when submitting a bid package.
- 8.2.16** Timely submission of the sealed bid package is the responsibility of the bidder. Sealed bid packages received after the specified time will be rejected and maintained unopened in the procurement file. A bid package received at the place designated in the solicitation for receipt of bid packages after the exact time specified for receipt will not be considered unless it has been determined by the Agency that the late receipt was due solely to mishandling by the Agency after receipt at the specified address.
- 8.2.17** The time and date of receipt will be indicated on the sealed bid package by the Agency staff. The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.
- 8.2.18** Each page of the bid and all attachments should be identified with the name of the bidder.
- 8.2.19** Failure to submit any required Attachment will be considered cause for rejection of the bid.
- 8.2.20** Modifications or additions to any portion of the bid may be cause for rejection of the bid. The Agency reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive.
- 8.2.21** Failure to sign the bid may result in the bid being rejected as non-responsive.
- 8.2.22** A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid is subject to rejection as non-responsive. The Agency reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the Agency of non-responsiveness based on the submission of nonconforming terms and conditions.
- 8.2.23** As a precondition to bid acceptance, the Agency may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.
- 8.2.24** Any bidder claiming that its response contains information exempt from the Mississippi Public Records Act (Miss. Code Ann. §§ 25-61-1 *et seq.* and 79-23-1), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption.

Section 9 – Bidder Certification

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it because of the submission.

Section 10 – Debarment

By submitting a bid in response to the IFB the bidder certifies that it is not currently excluded or debarred from future contract awards by any political subdivision or agency of any state, federal, local, or county government. Bidder further certifies that it is not an agent of any such person or entity.

Bidder certifies that it has not, in the five-year period preceding its offer, been convicted of or had a civil judgment rendered against it for commission of a fraud or criminal offense in connection with obtaining, attempting to obtain, or performance of a public contract; violation of antitrust laws; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder certifies that it is not presently indicted or otherwise criminally or civilly charged with the commission of any of the acts listed herein.

Bidder certifies that, within the past five years, it has not had a contract with a governmental entity terminated due to the bidder's failure to perform, default, or any other action or inaction by the bidder.

Section 11 – Registration with Mississippi Secretary of State

By submitting a bid, the bidder certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven business days of being notified by the Agency that it has been selected for contract award.

Section 12 – Insurance

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

12.1.1 Workers Compensation Coverage as required by the State of Mississippi, if any workers will be working in Mississippi.

12.1.2 Comprehensive General Liability or Commercial Liability– for operations and contractual liability adequate to cover the liability assumed hereunder.

12.2 Additionally:

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

12.2.2 All insurances policies will list the State of Mississippi as an additional insured.

12.2.3 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

12.2.4 Contractor shall submit to Agency within 10 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 10 business day period may be cause for your bid to be declared non-responsive or for your contract to be cancelled.

- 12.2.5** Contractor shall obtain at Contractor's expense the insurance and/or bond requirements specified in the procurement and contract prior to performing under this Contract, and Contractor shall maintain the required insurance and/or bond coverage throughout the duration of this Contract and all warranty periods. There are no provisions for exceptions to this requirement.
- 12.2.6** 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.
- 12.2.7** Contractor shall submit renewal certificates as appropriate during the term of the contract.
- 12.2.8** Contractor shall instruct the insurers to provide the Agency 30 days advance notice of any insurance cancellation.
- 12.2.9** Contractor 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 Chief Procurement Officer.
- 12.2.10** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance and/or bond coverage(s) to 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 Agency.

Section 13 – Bid Opening

Bid opening will be conducted via video conferencing. The link to the meeting will be posted on the MSDH webpage under the listing of the Calendar of Events. **Please check the Calendar of Events by Thursday, February 27, 2025, to confirm access to the link. If you cannot locate the link, contact:**

Dorthy Young, PhD, MHSA, CMPA, or Kimberly LaBranche, Bid Coordinators
procurement@msdh.ms.gov
601.576.7627

The bid opening will include opening, reading, and listing the name of each bidder and the bid price of each bid only. No discussions will be entered into with any bidder as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening.

Section 14 – Award Notification

Award(s) for this procurement will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the Agency website at <http://www.msdh.ms.gov> under IFBs/Grants in the bottom left corner of the webpage. Bidders will be notified via e-mail of the awards.

Section 15 – Procurement Methodology

15.1 Restrictions on Communications with Agency and Agency Staff

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

15.2 Bidder Investigations

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Agency upon which the bidder will rely. If the bidder receives an award because of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder 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.

15.3 Expenses Incurred in Preparing Bid

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

15.4 Proprietary Information

The Bidder should identify any part of the bid 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 Bidder 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.

Bidder 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 Bidder shall submit a completed Proprietary Information Acknowledgement form, attached to this IFB as Attachment H.

15.5 Independent Price Determination

By submitting a bid, the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the bid prices. The prices quoted shall be inclusive of, but not limited to the following: LSL inventory development, inventory evaluation, and reporting; all required labor; all required equipment/material; all required insurance, bond, or other surety; all required overhead; all required profit; all required vehicles; all required fuel and mileage; all required labor and supervision;

all required training; all required business and professional licenses, certifications, fees, or permits; all required postage and shipping costs; and, any and all other costs. All pricing must include all associated costs with no additional or hidden fees.

15.6 Rejection of Bids

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

15.7 Withdrawal of Bids

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

- (1) The bid is submitted in good faith
- (2) The price bid is substantially lower than those of other bidders 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 bid 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 bid that includes a clerical error after bid opening, the bidder must give notice in writing to the Agency of claim of right to withdraw a bid. Within **two (2)** business days after the bid opening, the bidder requesting withdrawal must provide to the Agency all original work papers, documents, and other materials used in the preparation of the bid.

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

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

15.8 Post-Award Vendor Debriefing

A Bidder/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, Dorthy Young 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 a Bidder/respondent prefers to have legal representation present, the Bidder/respondent must notify the Chief Procurement Officer, Dorthy Young in writing and identify its attorney by name, address, and telephone number. *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 6.9.2 Debriefings, of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* as updated and replaced by PPRB.

15.9 Request for Reconsideration of the Intent to Award

A bidder who responded to an IFB has an opportunity to request that the procuring Agency reconsider its intent to award the contract to a specific bidder or bidders. Any such request shall be filed with the Agency official primarily responsible for the procurement and the Director of OPSCR within three business days following issuance of the Notice of Intent to Award and posting of the Agency Procurement File in compliance with Sections 6.9.1, 6.9.1.1, and 6.9.1.2. It shall be the sole responsibility of the requesting bidder to ensure the request is timely received by all required parties. Failure to timely request reconsideration in compliance with this Section results in waiver of any claim a bidder may have as to the Agency's decision to award the contract.

The request shall contain the requesting vendor's name, a single contact person, all contact information for the contact person, the RFx number of the solicitation, the date the IFB was issued, and the date the Notice of Intent to Award was issued. The request shall identify which of these rules and regulations and/or the terms of the IFB the requesting bidder believes were violated by the Agency during the bid evaluation process, explain the factual basis for the alleged violation(s), and specify how the alleged violation(s) affected the outcome of the procurement. The request shall not be based on anything other than the Agency Procurement File, these rules and regulations, and the terms of the solicitation. The request shall not be supplemented.

Exhibits shall not be included with the request. Rather, the requesting vendor shall clearly identify the portion(s) of the Agency Procurement File and/or the IFB at issue in the request. Reference to documents outside of or facts not supported by the Agency Procurement File or the IFB shall not be considered by the Agency when responding to the request.

If the requesting bidder believes the Agency Procurement File posted on the Agency website is incomplete (i.e., does not contain a document or documents required by these rules and regulations), the requesting bidder shall so state in the request and shall specify what it believes to be missing.

Should the requesting bidder believe the trade secrets and/or confidential commercial and financial information which were redacted from the Agency Procurement File posted on the Agency website contain issues related to its request, the requesting bidder shall state those concerns in the request – even if speculative – in a manner which is specific enough for the Agency to provide a response.

These rules and regulations provide the opportunity to request reconsideration of an Agency’s decision to award a contract requiring PPRB approval. No such opportunity exists where the contract will not require PPRB approval unless explicitly so stated by the procuring Agency

Section 16 –Contract, Terms and Conditions

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

A sample MSDH Independent Contractor contract to be entered into with the MSDH pursuant to this IFB is attached hereto as Attachment J. This contract contains clauses required by the *PPRB OPSCR Rules and Regulations* as updated and replaced by PPRB. A copy of the required contract clauses can be found at [PPRB OPSCR Rules & Regs - Eff 2024-09-06.pdf](#). These required clauses are mandatory and are nonnegotiable. The titles of required clauses are printed in **bold** on the agency’s sample contract attached hereto. The Agency discourages modification of these required clauses. Such modifications may cause a bid to be rejected as non-responsive. Bids which condition the bid based upon the State accepting other terms and conditions not found in the IFB, or which take exception to the State’s terms and conditions, may be found non-responsive, and no further consideration of the bid will be given.

Any contract resulting from this solicitation will consist of the MSDH Independent Contract, this IFB, any amendments and any responses thereto.

Section 17 – Agency Website

This IFB, questions and answers concerning this IFB, and the Notice of Intent to Award, will be posted on the Agency website at <http://www.msdh.ms.gov> and on the Mississippi Procurement Opportunity Search Portal website https://www.ms.gov/dfa/contract_bid_search/Bid?autoloadGrid=False.

Section 18 – Attachments

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

Section 19 – Regulatory Authority/Approval

It is understood that this solicitation is issued in accordance with Office of Personal Service Contract Review Board Rules and Regulations. A copy of these rules by be found at:

<https://www.dfa.ms.gov/personal-service-contract-review>

If any contract resulting from this solicitation requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and the contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

ATTACHMENT A: BID COVER SHEET

Proposals are to be submitted as listed below, on or before **Thursday, February 27, 2025, 10:00 AM CST.**

PLEASE MARK YOUR PACKAGE:

IFB for the Modified Unregulated Contaminant Monitoring Rule (UCMR)

IFB: RfX #3160007170

Bid Submission: Thursday, February 27, 2025, 10:00 AM CST

Opening Date/Time: Thursday, February 27, 2025, 10:30 AM CST

Mississippi State Department of Health

Attention: Dorthy Young, PhD, MSHA, CMPA, or Kimberly LaBranche, Bid Coordinators

570 E. Woodrow Wilson Ave.

Jackson, Mississippi 39216-4538

SEALED BID – DO NOT OPEN

Name: _____

Physical Address: _____

Mailing Address: _____

Principal Place of Business: _____

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: BIDDER 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 IFB.
2. How many years has Bidder been in the business of performing the services called for in this IFB?
3. Is your company licensed and/or certified to provide the requested services as required by all applicable Federal and State law(s), including being listed on the “Laboratories Approved by EPA to Support UCMR5” list excluding Lithium?
4. Please confirm that the Bidder is in compliance with all current contracts. If you are not in compliance with all current contracts, please explain.
5. Have you/your company ever been involved in a lawsuit involving any area covered by this IFB? If yes, provide details including dates and outcomes.
6. 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 IFB or not? If yes, provide details including dates and outcomes.
7. 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.
8. Please confirm the bid submission is valid for at least one (1) year subsequent to the date of submission.
9. List all clients that have terminated a contract with bidder 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: BID FORM

Company Name	Company Representative Name	Telephone No.

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

1. All sample analysis and reporting
2. All required equipment/material
3. All required insurance, bond, or other surety
4. All required overhead
5. All required profit
6. All required vehicles
7. All required labor and supervision
8. All required business and professional certifications, licenses, permits, or fees
9. All required postage and shipping costs
10. All other costs

All pricing for analysis and reporting of drinking water sample results for the Modified Unregulated Contaminant Monitoring Rule (Modified UCMR) and its components must include all associated costs for the items with no additional or hidden fees.

Award will be made to the responsive, responsible bidder with the lowest cost.

Water Sample Analysis, Shipping, and Reporting	Price per sample result
Modified UCMR, which specifies all 29 Per and Polyfluoroalkyl Substances (PFAS) that are within the scope of EPA Methods 533 and 537.1	\$
Cost	\$

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

Print Name of Authorized Signer

Title

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 C: MINIMUM QUALIFICATIONS CERTIFICATION

Minimum Qualifications are used by MSDH to determine whether the Bidder meets the qualifications and has had experience providing comparable services MSDH is requesting. Any response that does not demonstrate that the Bidder 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.	
Prior Experience: ☐ Bidder is and will remain on the list of “<i>Laboratories Approved by EPA to Support UCMR5</i>” <i>excluding the ability to perform Lithium analysis.</i> ☐ Bidder has been in business and provided analysis and reporting services in requirements and scale to those described in this IFB for a minimum of two (2) years. ☐ Bidder has included one representative sample report utilizing EPA Method 533 and one representative sample report utilizing EPA Method 537.1.	☐ Yes
Financial Stability or Solvency: ☐ <i>MSDH cannot prepay for services rendered or goods delivered. Therefore, all invoices must be submitted in arrears.</i> Bidder certifies that it is financially solvent and capable of providing services without prepayment. ☐ Bidder will provide independently audited financial statements (or sufficient information to enable the Agency to access the financial stability or solvency of the Bidder 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
Additional Investigations: ☐ Bidder understands that the Agency may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and that the bidder shall furnish to the Agency all information for this purpose that may be requested.	☐ Yes

By signing below, Bidder 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 D: REFERENCES

Bidders may submit as many references as desired by submitting as many additional copies of Attachment D, 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, Bidders 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 Bidder: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Contacted By: _____ Position: _____

Questions	Response (Circle One)	
Was the vendor able to provide the 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: _____

Bidder 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 Bidder'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 ASSURANCES

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 Invitation for Bids and Attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in the Invitation for Bids and Attachments thereto;
3. That the company agrees to all provisions of the Invitation for Bids and Attachments thereto including, but not limited to, be included in any contract resulting from this IFB (Attachment J);
4. That the company will perform the services required at the prices quoted above;
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date;
6. The Contractor represents that its workers are licensed, certified and possess the requisite credentials to perform analysis and reporting of drinking water samples for the Modified Unregulated Contaminant Monitoring Rule (UCMR) and its components; and,
7. **NON-DEBARMENT:** By submitting a proposal, the Bidder 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 Bidder 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 Bid being rejected as non-responsive. Modifications or additions to any portion of this document may be cause for rejection of the Bid.*

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)	

**Bidders shall provide a written justification for any above responses denoted with an "*" as an attachment to this Attachment, 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 bid is submitted, Bidder has the option to provide a full and complete of the bid with any information Bidder 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.

Bidders shall acknowledge which of the following statements is applicable regarding release of its bid document as a public record. A bidder may be deemed non-responsive if the bidder does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. Choose one:

- ☐ Along with a complete copy of its bid, the bidder has submitted a second copy of the bid document in which all information the bidder deems to be confidential, commercial and financial information and/or trade secrets is redacted in black. Bidder acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Regulations if the MSDH or the Public Procurement Review Board determines redactions were made in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that MSDH may release the redacted copy of the bid document at any time as a public record without further notice to the bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.
- ☐ Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by the MSDH at any time without notice to bidder. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). The bid contains no information bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A bidder who selects this option but submits a redacted copy of its bid may be deemed non-responsive.

By signing below, Bidder 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 MSDH AGREEMENT

MISSISSIPPI STATE DEPARTMENT OF HEALTH CONTRACT FOR PROFESSIONAL SERVICES **TO BE COMPLETED BY MSDH ONLY**

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 Dorthy Young, PhD, MHSA, CMPA/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
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_____ DATE	By: _____ [Name of Authorized Signer], [Title] [Company Name]
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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 shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.
9. **Compliance with Equal Opportunity in Employment Policy.** Contractor understands that the 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.
10. **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.

11. **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.

12. 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.*
13. 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.
14. 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.
15. 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.*
16. 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.

17. 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.
18. 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.
19. 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.

20. 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.
21. 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.
22. 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.
23. 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.

24. 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.
25. 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.
26. 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.

27. 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.
28. 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.

29. **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.
30. **Property Rights.** Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that the MSDH may terminate this contract at any time for its own convenience.
31. **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.
32. **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.
33. **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.

- 34. 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 the 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. The 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.
- 35. Right to Audit. The 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.
- 36. 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.
- 37. 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.

38. Stop Work Order.

The MSDH may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the MSDH. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all

reasonable steps to minimize any further cost to the MSDH. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the MSDH has terminated that part of the agreement or terminated the agreement in its entirety. The MSDH is not liable for payment for services which were not rendered due to the stop work order.

39. **Termination.**

Termination for Convenience. The MSDH may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The MSDH shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. 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 complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If the MSDH gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the MSDH may terminate the contract for default and the Contractor will be liable for the additional cost to the MSDH to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*. Any termination wrongly labeled termination for default shall be deemed a termination for convenience.

40. **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.
41. **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.
42. **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.
43. **Transparency.** Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, 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 pursuant to Mississippi Code Annotated § 25- 61-9(7). The contract shall be posted

publicly on www.transparency.ms.gov and shall be available at the Agency for examination, inspection, or reproduction by the public. The contractor acknowledges and agrees that the MSDH and this contract are subject to the *Mississippi Public Records Act of 1983* codified at Mississippi Code Annotated §§ 25-61-1, *et seq.* and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151, *et seq.*

44. 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.
45. 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. Notifications 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. The contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MSDH gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of MSDH has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former

employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

ATTACHMENT C: SERVICES AND COMPENSATION

SCOPE OF SERVICES

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

CONTRACT TO BE COMPLETED BY MSDH STAFF ONLY

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:

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.