



John Davis
Executive Director

Quote Request # 3140001640
CONSULTING SERVICES FOR MDHS ECONOMIC ASSISTANCE

MDHS WELCOMES PARTICIPATION OF MINORITY BUSINESSES

INVITATION: Subject to the attached conditions, sealed quotes for the acquisition of the products/services described below will be received at this office until **November 21, 2018, by 2:00 p.m., CT.**

Contact Person: Waustella King
Contract Analyst, Senior
Division of Budgets and Accounting
200 South Lamar Street
Jackson, MS 39201
601-359-4726



STATE OF MISSISSIPPI
PHIL BRYANT, GOVERNOR
DEPARTMENT OF HUMAN SERVICES
JOHN DAVIS
EXECUTIVE DIRECTOR

November 16, 2018

To Whom It May Concern:

The Mississippi Department of Human Services (MDHS) is requesting quotes for Consulting Services for Economic Assistance. These services will take place at a location approved by MDHS' Office of Economic Assistance. The anticipated date for services to begin is December 15, 2018, with an ending date of December 14, 2019. MDHS will award one (1) contract for services mentioned. MDHS has the right to reject any and all quotes during any step of the procurement or awarding process (even after negotiations have begun).

A completed quote packet shall include:

- completed and signed Quote Form (Attachment A);
- completed and signed Debarment Verification Form (Attachment B);
- completed and signed Proprietary Information Form (Attachment C); and
- completed and signed Quote Exception Summary (Attachment E).

The following may be submitted with quote packet, but will be required before contract start date:

- completed and signed Minority Vendor Self Certification Form (Attachment F);
- current certificate of liability insurance;
- E-Verify documentation, if applicable (<https://www.uscis.gov/e-verify>);
- Taxpayer Identification Number and certification (Completed W-9); and
- Proof of registration with the Mississippi Secretary of State (if applicable).

Listed below is a description of services:

- Report to Division Director, Amanda Fontenot;
- Research federal regulations and states statutes for new policy implementation;
- Coordinate projects as needed;
- Provide recommendations for program administration;
- Write policy bulletins;
- Review reports and policy to ensure accuracy;
- Find creative solutions to departmental challenges;
- Assist with training field staff on new policy and procedures.

Your response to this solicitation must be marked as “**Quote for QR No. 3140001640 Enclosed**” and may be submitted either via email or hand delivery. Responses submitted via email should be sent to the following:

Waustella King, MDHS Contract Analyst, Senior
waustella.king@mdhs.ms.gov

Hand delivered responses should be sent to the following: Waustella King, MDHS Contract Analyst, Senior, 200 South Lamar Street, Jackson, MS 39201. Hand delivered responses should be delivered in an envelope that includes the respondent’s name, physical address, Quote Request Number, and phone number.

Responses are due no later than November 21, 2018, at 2:00 p.m., CST. Quotes via facsimile will not be accepted. Any quotes received after this deadline shall be considered LATE and will be recorded as such and included in the procurement file. Late quotes are deemed non-responsive and not considered for further evaluation. Respondent will be notified if response is deemed non-responsive due to missed deadline. There are no exceptions to the deadline date and time or method of submission.

MDHS reserves the right to reject any and all quotes where the Respondent takes exception to the terms and conditions of the QR and/or fails to meet the terms and conditions and/or in any way attempts to limit the rights of MDHS and/or the State of Mississippi, including but not limited to, the required contractual terms and provisions set forth in this QR.

An award may be made to the respondent whose quote is determined, in writing, to be the most responsive and lowest bid. MDHS will provide the opportunity for post-award vendor debriefing following the notice of contract award in an effort to exchange information with vendors, strengthen business relationships, and improve the procurement process between vendors and the State. Please see “Debriefing and Protest Information” (Attachment G) for more information.

Any questions related to this Quote Request should be submitted to Waustella King (waustella.king@mdhs.ms.gov) in writing by November 19, 2018, at 2:00p.m., CST. MDHS will not respond to questions or inquiries received after the aforementioned date and time.

Sincerely,

John Davis
Executive Director

JD:BCW:ww

Attachments

**ATTACHMENT A
(continued)**

Terms of Agreement: December 15, 2018, through December 14, 2019

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Requirement: Must include an itemized breakdown of budget categories and explain how each line item was calculated. All pricing should be based on description of services to be offered and include all associated costs with no additional or hidden fees.

<u>Specific Category of Service</u>	<u>Hourly/Daily/Monthly Rate</u>	<u>No. of Hours/Days/Months</u>	<u>Amount</u>
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Total Amount for Initial Contract Period:	\$ _____
Total Number of Years (<i>including renewals, if exercised</i>):	<u>Six (6) months</u>
Total Contract Amount shall not exceed:	\$ _____

By signing below, I certify that the above mentioned information is true and complete, and I have the legal authority to bind the company. I do not have any questioned costs, audit, monetary and/or unresolved findings with MDHS, Division of Program Integrity. I understand that as a condition of award, I may be required to present documentation which verifies the accuracy of the information on this Quote Form, as well as, the required documents listed in this solicitation. Any incorrect and/or missing information is considered non-responsive and is subject to rejection. Modifications or additions to any portion of this Quote Request may be cause for rejection of the quote.

Signature of Authorized Official
(No stamped signature)

Date

ATTACHEMENT B



DEBARMENT VERIFICATION FORM
Please Print/Type Clearly in Blue Ink

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)	

Federal Debarment Certification:

By signing below, I hereby certify that _____ is not on the list for
Subgrantee's Name/Contractor's Name
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 for
Subgrantee's Name/Contractor's Name
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 MDHS (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 MDHS.

Signature of Authorized Official
(No stamped signature)

Date

ATTACHMENT C
Proprietary Information Form

The Respondent should mark any and all pages of this response considered to contain proprietary information. Such pages may remain confidential in accordance with Mississippi Code Annotated §§25-61-9 and 79-23-1 (1972, as amended). Each page of this response considered, by the Respondent, 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 accordingly will be subject to review by the general public after the award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures. Failure to clearly identify trade secrets or other confidential commercial/financial information may result in that 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.

If applicable, please indicate which parts/pages below that the contractor wishes to designate as proprietary.

- 1.
- 2.
- 3.
- 4.
- 5.

By signing below, I understand failure to clearly mark proprietary information as identified above may result in disclosure of such information 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

Name of Organization

ATTACHMENT D RESULTING CONTRACT TERMS

I. REQUIRED TERMS

- **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 the Independent Contractor’s choice. The State may, at its sole discretion, require the Independent Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Independent Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
- **E-Payment.** Independent Contractor agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. The MDHS 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 MDHS within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq.
- **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 a court of competent jurisdiction in Jackson, Hinds County, Mississippi. The Independent Contractor shall comply with applicable federal, state and local laws and regulations.
- **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 Services Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
- **Availability of Funds.** It is expressly understood and agreed that the obligation of the MDHS 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 the MDHS, the MDHS shall have the right upon ten (10) working days written notice to Independent Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDHS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- **Representation Regarding Contingent Fees.** The Independent 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 the Independent Contractor's bid or proposal.

- **Representation Regarding Gratuities.** The bidder, offeror, or Independent Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.
- **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 <http://www.dfa.ms.gov>.
- **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.
- **Compliance with Laws.** The Independent Contractor understands that the MDHS 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 the Independent Contractor agrees during the term of the agreement that the Independent Contractor will strictly adhere to this policy in its employment practices and provision of services. The Independent Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
- **Stop Work Order.**
 - A. ***Order to Stop Work.*** The Chief Procurement Officer, may, by written order to Independent Contractor at any time, and without notice to any surety, require Independent Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to Independent Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Independent Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before

the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:

- (1) cancel the stop work order; or,
- (2) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

B. *Cancellation or Expiration of the Order.* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Independent Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Independent Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- (1) the stop work order results in an increase in the time required for, or in Independent Contractor's cost properly allocable to, the performance of any part of this contract; and,
- (2) Independent Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

C. *Termination of Stopped Work.* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

D. *Adjustments of Price.* Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

- **E-Verification.** If applicable, Independent 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. Independent 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, Independent Contractor agrees to provide a copy of each such verification. Independent 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 Independent Contractor to the following:

- (1) 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;
 - (2) the loss of any license, permit, certification or other document granted to Independent Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
 - (3) both. In the event of such cancellations/termination, Independent 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.
- **Transparency.** This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Independent Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.
 - **Termination for Convenience.**
 - (1) ***Termination.*** The Executive Director of the MDHS or designee of the MDHS may, when the interests of the MDHS so require, terminate this contract in whole or in part, for the convenience of the MDHS. The Executive Director of the MDHS or designee shall give written notice of the termination to the Independent Contractor specifying the part of the contract terminated and when termination becomes effective.
 - (2) ***Independent Contractor’s Obligations.*** The Independent Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Independent Contractor will stop work to the extent specified. The Independent Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Independent Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Executive Director of the MDHS or his designee may direct the Independent Contractor to assign the Independent Contractor’s right, title, and interest under the terminated orders or subcontracts to the State. The Independent Contractor

must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

- **Termination for Default.**

(1) ***Default.*** If the Independent Contractor refuses or fails to perform any provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Executive Director of the MDHS or designee may notify the Independent Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Executive Director of the MDHS or designee, such officer may terminate the Independent Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Executive Director of the MDHS or designee may procure similar services in a manner and upon terms deemed appropriate by the Executive Director of the MDHS or designee. The Independent Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) ***Independent Contractor's Duties.*** Notwithstanding termination of the contract and subject to any directions from the Executive Director, the Independent Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Independent Contractor in which the State has an interest.

(3) ***Compensation.*** Payment for completed services delivered and accepted by the MDHS shall be at the contract price. The MDHS may withhold from amounts due the Independent Contractor such sums as the Executive Director of the MDHS or designee deems to be necessary to protect the MDHS against loss because of outstanding liens or claims of former lien holders and to reimburse the MDHS for the excess costs incurred in procuring similar goods and services.

(4) ***Excuse for Nonperformance or Delayed Performance.*** Except with respect to defaults of subcontractors, the Independent Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Independent Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Independent Contractor has notified the Executive Director of the MDHS or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Independent Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Independent Contractor to meet the

contract requirements. Upon request of the Independent Contractor, the Executive Director of the MDHS or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Independent Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the MDHS under the clause entitled (in fixed-price contracts, "Termination for Convenience," or in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

(5) ***Erroneous Termination for Default.*** If, after notice of termination of the Independent Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the MDHS, be the same as if the notice of termination has been issued pursuant to such clause.

(6) ***Additional Rights and Remedies.*** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

- **Termination upon Bankruptcy.** This contract may be terminated in whole or in part by the MDHS upon written notice to Independent Contractor, if Independent Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Independent Contractor of an assignment for the benefit of its creditors. In the event of such termination, Independent 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.

II. OPTIONAL TERMS

- **Anti-Assignment/Subcontracting.** Independent Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Independent Contractor's special skills and expertise. Independent 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.

- **Attorney's Fees and Expenses.** Subject to other terms and conditions of this agreement, in the event Independent Contractor defaults in any obligations under this agreement, Independent 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. Independent Contractor agrees that under no circumstances shall the MDHS be obligated to pay any attorney's fees or costs of legal action to Independent Contractor.
- **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.
- **Information Designated By Independent Contractor as Confidential.** Any disclosure of those materials, documents, data, and other information which Independent Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be 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. Any liability resulting from the wrongful disclosure of confidential information on the part of Independent Contractor or its subcontractor shall rest with Independent Contractor. Disclosure of any confidential information by Independent Contractor or its subcontractor without the express written approval of the MDHS shall result in the immediate termination of this agreement.
- **Confidentiality.** Notwithstanding any provision to the contrary contained herein, it is recognized that the MDHS 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 the MDHS pursuant to the agreement and designated by the Independent Contractor in writing as trade secrets or other proprietary confidential information, the MDHS shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The MDHS shall not be liable to the Independent Contractor for disclosure of information required by court order or required by law.
- **Independent Contractor Personnel.** The MDHS shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Independent Contractor. If the MDHS reasonably rejects staff or subcontractors, Independent Contractor must provide replacement staff or subcontractors satisfactory to the MDHS in a timely manner and at no additional cost

to the MDHS. The day-to-day supervision and control of Independent Contractor's employees and subcontractors is the sole responsibility of Independent Contractor.

- **Copyrights.** Independent Contractor agrees that the MDHS shall determine the disposition of the title to and the rights under any copyright by Independent Contractor or employees on copyrightable material first produced or composed under this agreement. Further, Independent Contractor hereby grants to the MDHS a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Independent Contractor in the performance of this agreement, but which is incorporated in the material furnished under the agreement. This grant is provided that such license shall be only to the extent Independent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

Debarment and Suspension.

Independent 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.

- **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.*

- **Errors in Extension.** If the unit price and the extension price are at variance, the unit price shall prevail.
- **Failure to Deliver.** In the event of failure of Independent Contractor to deliver services in accordance with the contract terms and conditions, the MDHS, after due oral or written notice, may procure the services from other sources and hold Independent Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the MDHS may have.
- **Failure to Enforce.** Failure by the MDHS 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 the MDHS to enforce any provision at any time in accordance with its terms.
- **Final Payment.** Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Independent Contractor shall execute and deliver to the MDHS a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by Independent Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State's claims against Independent Contractor under this contract.
- **Indemnification.** To the fullest extent allowed by law, Independent 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 Independent 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, Independent Contractor, in consultation with the Office of the Attorney General, may be allowed to control the defense of any such claim, suit, etc. In the event Independent Contractor defends said claim, suit, etc., Independent Contractor shall use legal counsel acceptable to the State and approved by the Office of the Attorney General. Independent 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. Independent Contractor shall not settle

any claim, suit, etc. without the concurrence of the State through the Office of the Attorney General, which the State shall not unreasonably withhold.

Independent Contractor Status. Independent 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, Independent 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 Independent Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Independent Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Independent Contractor. Independent Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State.

Neither Independent Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDHS, and the MDHS shall be at no time legally responsible for any negligence or other wrongdoing by Independent Contractor, its servants, agents, or employees. The MDHS shall not withhold from the contract payments to Independent Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Independent Contractor. Further, the MDHS shall not provide to Independent Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

- **Insurance.** Independent Contractor represents that it will maintain Workers' Compensation Insurance as prescribed by law which shall inure to the benefit of all Independent Contractor's personnel performing services under this Contract and comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000.00 per occurrence. Independent Contractor will furnish MDHS a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance under this Agreement. Should the Independent Contractor to be unable to obtain coverage for the entire duration of the contract prior to the commencement of the contract, the Independent Contractor should obtain additional coverage prior to any lapse in coverage and provide the certificate of insurance to the State no later than seven (7) days prior to the date on which the coverage ends. Any additional insurance that is obtained should run immediately after the previous coverage ends so as to prevent any lapse in coverage. Any additional insurance obtained by the Independent Contractor should meet the terms of the Contract.
- This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Independent Contractor. Independent Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete

understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Independent Contractor on the basis of draftsmanship or preparation hereof.

- **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.
- **No Limitation of Liability.** Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Independent Contractor for harm caused by the intentional or reckless conduct of Independent Contractor or for damages incurred through the negligent performance of duties by Independent Contractor or the delivery of products that are defective due to negligent construction.
- **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 Independent Contractor: *name, title, Contractor, address*
For the MDHS: *name, title, agency, address*
- **Non-Solicitation of Employees.** Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Independent Contractor.
- **43. Oral Statements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the MDHS and agreed to by Independent Contractor.
- **Ownership of Documents and Work Papers.** The MDHS 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 Independent Contractor's internal administrative and quality assurance files and internal project correspondence. Independent Contractor shall deliver such documents and work papers to the MDHS upon termination or completion of the agreement. The foregoing notwithstanding, Independent Contractor shall be entitled to retain a set of such work papers for its files. Independent Contractor shall be entitled to use such work papers only after receiving written permission from the MDHS and subject to any copyright protections.

Price Adjustment.

(1) ***Price Adjustment Methods.*** Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:

- (a) in writing, including but not limited to, written agreement on a fixed price adjustment before commencement of the additional performance;
- (b) by unit prices specified in the contract;
- (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
- (d) by the price escalation clause.

(2) ***Submission of Cost or Pricing Data.*** Independent Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-401 (Cost or Pricing Data) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

The MDHS may, at any time by written modification, make changes in the specifications within the general scope of this Agreement. If any such change causes an increase in the amount due under this Contract or in the time required for performance under this Agreement and if the MDHS decides that the change justifies an adjustment to the Contract, an equitable adjustment in the Contract may be made by written modification of this Agreement.

No charge for any extra work or material will be allowed unless the same has been provided by written amendment to this Contract signed by both parties

- **Priority.** The contract consists of this agreement, the Quote Request [3140001640] (hereinafter “QR”), and the response quote by [Contractor] dated [date] (hereinafter “Quote”). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement and, if still unresolved, by reference to the QR and, if still unresolved, by reference to the quote. Omission of any term or obligation from this agreement or QR or Quote shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
- **Quality Control.** Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor’s staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the MDHS.

- **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. 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.
- **Recovery of Money.** Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the MDHS, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the MDHS. The rights of the MDHS are in addition and without prejudice to any other right the MDHS may have to claim the amount of any loss or damage suffered by the MDHS on account of the acts or omissions of Contractor.
- **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 the MDHS 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 the MDHS for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the MDHS is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the MDHS 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.
- **Right to Audit.** Contractor shall maintain such financial records and other records as may be prescribed by the MDHS or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the MDHS, 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.
- **Right to Inspect Facility.** The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.

- **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.
- **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.
- **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.
- **Unsatisfactory Work.** If, at any time during the contract term, the service performed or work done by Contractor is considered by the MDHS 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 the MDHS, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the MDHS shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.
- **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.
- **Certification of Independent Price Determination.** The Independent Contractor 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 competitor relating to those prices, the intention to submit a quote, bid, or proposal or the methods or factors used to calculate the its prices.

- **Disputes.** Any dispute concerning a question of fact under this Contract which is not disposed of by agreement shall be decided by the Director of the _____. This decision shall be reduced to writing and a copy thereof mailed or furnished to the Independent Contractor and shall be final and conclusive, unless within thirty (30) days from the date of the decision, Independent Contractor mails or furnishes to the Executive Director of MDHS a written request for review. Pending final decision of the Executive Director of MDHS or designee of a dispute hereunder, the Independent Contractor shall proceed in accordance with the decision of the Director of the Division_____.

In a review before the Executive Director or designee, the Independent Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position on the question and decision under review. The decision of the Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction in Hinds County, State of Mississippi, to have been fraudulent, capricious, so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence.

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**ATTACHMENT E
QUOTE EXCEPTION SUMMARY**

Respondents taking exception to any part or section of the solicitation shall indicate such exceptions on the Quote Exception Summary. Failure to indicate any exception will be interpreted as the Respondent’s intent to comply fully with the requirements as written. Conditional or qualified quotes, unless specifically allowed, shall be subject to rejection in whole or in part.

List and clearly explain any exceptions, for all Sections and Attachments, in the table below. Indicate “N/A”, if there are no exceptions.

Reference	Respondent’s Reference	Brief Explanation of Exception	MDHS Acceptance (sign here only if accepted)
Reference specific outline point to which exception is taken	Page, section, items in Respondent’s quote where exception is explained	Short description of exception being made	
1			
2			
3			
4			
5			
6			
7			

MDHS reserves the right to reject any and all quotes where the Respondent takes exception to the terms and conditions of the QR and/or fails to meet the terms and conditions and/or in any way attempts to limit the rights of MDHS and/or the State of Mississippi, including but not limited to, the required contractual terms and provisions set forth in this QR.

Signature of Authorized Official
(No stamped signature)

Date

Name of Organization

**ATTACHMENT F
STATE OF MISSISSIPPI
MINORITY VENDOR SELF CERTIFICATION FORM**

Please complete the following information on this form and return immediately to the Mississippi Department of Finance and Administration, Attention: Vendor File Maintenance, P.O. Box 1060, Jackson, Mississippi 39215. Forms may also be faxed to (601) 359-5525.

Name of Business: _____

Address: _____ Post Office Box: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Tax I.D.: _____

SAAS Vendor #s (if known): _____

MINORITY STATUS

As used in this provision, means a business concern that (1) is at least 51% minority-owned by one or more individuals, or minority business enterprises that are both socially and economically disadvantaged and (2) have its management and daily business controlled by one or more such individuals as ascribed under the Minority Business Enterprise Act 57-69 and the Small Business Act 15 USCS, Section 637 (a). See back of form for more information. Should you require additional information regarding your Minority Status, or need assistance in completing this form please call the Mississippi Development Authority, Minority Business Enterprise Division at 601-359-3448.

Applicable

Not Applicable

IF MINORITY STATUS IS APPLICABLE, PLEASE CHECK APPROPRIATE CODE BELOW:

Minority Business Enterprise

- A (Asian Indian)
- B (Asian Pacific)
- C (Black American)
- D (Hispanic American)
- E (Native American)

Women Business Enterprise

- M (Asian Indian)
- N (Asian Pacific)
- O (Black American)
- P (Hispanic American)
- Q (Native American)
- R (Other) Non Ethnic Women

The undersigned certifies under the penalties (administrative suspension and/or ineligibility for participation) set forth in the Minority Business Enterprise Act 57-69, and the Small Business Act 15 USCS, Section 637 (a), that the company classification and selected information above is true and correct. The undersigned will advise of any change in such classification at once.

Business: _____ Certified by: _____

Date: _____ Title: _____ Name Printed: _____

Issue Date March 31, 2002

ATTACHMENT G
DEBRIEFING AND PROTEST INFORMATION

In compliance with *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, Agencies are encouraged to exchange information with vendors in an effort to build and strengthen business relationships and improve the procurement process between vendors and the State.

7-114 POST-AWARD VENDOR DEBRIEFING

7-114.01 Debriefing Request

A vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission, to be received by the agency within three (3) business days of notification of the contract award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor must notify the agency and identify its attorney. The agency shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

7-114.02 When Debriefing Should Be Conducted

Unless good cause exists for delay, the debriefing should occur within three (3) business days after receipt of the vendor request and may be conducted during a face-to-face meeting, by telephonic or video conference, or by any other method acceptable to the agency. The Procurement Officer or designee should chair the meeting, and where practicable, include other staff with direct knowledge of the procurement.

7-114.03 Information To Be Provided

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 statement of 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.

7-114.04 Information Not To Be Provided

The debriefing shall not include point-by-point comparisons of the debriefed vendor's bid, proposal, or qualification with those of other offering vendors. Any written request by a vendor for nondisclosure of trade secrets and other proprietary data is subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 and §§ 75-26-1 through 75-26-19.

PROTEST

Any actual or prospective bidder or offeror who is aggrieved in connection with the solicitation or award of a contract may protest to the Chief Procurement Officer and copy the Department of Finance and Administration Director of the Office of Personal and Professional Service Contract Review. The protest shall be submitted in writing within seven (7) calendar days of the award or within seven (7) calendar days of the solicitation posting if the protest is based on the solicitation. A protest is considered filed when received by the Chief Procurement Officer. Protests filed after the seven (7) day period shall not be considered. Please refer to Section 7-113 of the *Public Procurement Review Board, Office of Personal Service Contract Review Rules and Regulations* for more information.