



Robert G. Anderson
Executive Director

REQUEST FOR PROPOSALS (RFP)

RFP Number: 20210511 DAAS Needs Assessment

RFx Number(s): 3180001360 / 3120002223

To Provide: Needs Assessment

Issue Date: May 11, 2021

CLOSING LOCATION

Mississippi Department of Human Services

200 South Lamar Street

Jackson, Mississippi 39201

PROPOSAL COORDINATOR

Bryan C. Wardlaw, Chief Procurement Officer

Telephone: (601) 359-4500

E-Mail: Procurement.Services@mdhs.ms.gov

CLOSING DATE AND TIME

Proposals must be received by June 11, 2021, 2:00 PM, CT

SECTION 1

1.1 Proposal Acceptance Period

Respondents shall submit in a labeled binder one (1) original, signed proposal package and one (1) electronic copy of the proposal package (**both compiled according to the instructions and requirements below and in Section 4.3 of this RFP**), in a sealed envelope or package to the following (mailed or hand-delivered), no later than the time and date specified for receipt of proposals and labeled as:

MDHS Procurement Services
RFP No. 20210511 DAAS Needs Assessment
RFx Numbers: 3180001360 / 3120002223
Opening Date: June 11, 2021; 2:30 PM CT
200 South Lamar Street
Jackson, Mississippi 39201
SEALED PROPOSAL – DO NOT OPEN

Original Proposal (physical copy - in labeled binder) shall include four (4) Tabs dividing appropriate sections of Respondent’s proposal as further described in Section 4.3 of this RFP. The contents of each Tab shall contain the following:

Tab 1 (physical copy)/File Folder 1 (electronic copy)	Entire proposal package not redacted pursuant to 4.3.A.
Tab 2 (physical copy)/File Folder 2 (electronic copy)	Price and Financial data redacted pursuant to 4.3.B.
Tab 3(physical copy)/File Folder 3 (electronic copy)	Technical data redacted pursuant to 4.3.C.
Tab 4 (physical copy)/File Folder 4 (electronic copy)	Management data not redacted pursuant to 4.3.D.

Electronic copy of proposal shall be stored on a thumb drive that includes separate PDF file folders of each required Tab as designated in the table above and further described in Section 4.3 of this RFP.

Electronic files shall not be password protected, shall be in .PDF format, and shall be capable of being copied to other media including a readable version of Microsoft Word.

Proposals submitted via facsimile (fax) machine will not be accepted. It is suggested that if a proposal is mailed to the agency, it should be posted in certified mail with a return receipt requested. The agency will not be responsible for mail delays, lost mail, or any other delivery failure. All risk of late arrival due to unanticipated delay – whether delivered by hand, U.S. Postal Service, courier or other delivery service or method – is entirely on the respondent. All respondents are urged to take the possibility of delay into account when submitting a proposal package.

Timely submission is the responsibility of the respondent. Proposal packages received after the specified time shall be rejected and maintained unopened as part of the procurement file. A proposal received at the place designated in the solicitation for receipt of proposals after the exact time specified for receipt will not be considered unless it has been determined by the agency that the late receipt was due solely to mishandling by the agency after receipt at the specified address.

The envelope or package shall be marked with the proposal opening date and time, and the number of the RFP. The time and date of receipt shall be indicated on the envelope or package by MDHS staff. The only acceptable evidence to establish the time of receipt at the office identified for proposal opening is the time and date stamp of that office on the proposal or other documentary evidence of receipt used by that office.

Modifications or additions to any portion of the procurement document may be cause for rejection of the proposal. MDHS reserves the right to decide, on a case-by-case basis, whether to reject a proposal with modifications or additions as non-responsive. As a precondition to proposal acceptance, MDHS may request the respondent to withdraw or modify those portions of the proposal deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

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

The resultant contract from this RFP shall consist of this RFP and any amendments, the respondent’s proposal, and/or respondent’s best and final offer (as applicable).

1.1.1 Timeline

Request for Proposals Issue Date:	May 11, 2021
Written Questions and Requests for Clarification to MDHS Deadline:	May 25, 2021
Anticipated Posting of Written Answers:	May 28, 2021
Proposal Package Submission Deadline:	June 11, 2021; 2:00 PM, CT
Proposal Opening:	June 11, 2021; 2:30 PM, CT
Anticipated Date of the Notice of Intent to Award:	July 16, 2021
Anticipated Post Award Debriefing Request Due Date:	July 21, 2021; 5:00 PM, CT
Anticipated Post Award Debriefing Held By Date:	July 26, 2021; 5:00 PM, CT
Anticipated Protest Deadline Date:	July 23, 2021; 1:00 PM

Note: The MDHS reserves the right to adjust this schedule as it deems necessary. MDHS also has the right to reject any and all proposals during any step of the procurement or awarding process (even after negotiations have begun).

1.1.2 Rejection of Proposals

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

- 1.1.2.1 The proposal contains unauthorized amendments to the requirements of the RFP.
- 1.1.2.2 The proposal is conditional.
- 1.1.2.3 The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous.
- 1.1.2.4 The proposal is received late. Late proposals will be maintained unopened in the procurement file.
- 1.1.2.5 The proposal is not signed by an authorized representative of the party.
- 1.1.2.6 The proposal contains false or misleading statements or references.
- 1.1.2.7 The proposal does not offer to provide all services required by the RFP.

1.2 Expenses Incurred in Preparing Offers

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

1.3 Proprietary Information

The respondent should mark any and all pages of the proposal package considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated §§ 25-61-9 and 79-23-1 (1972, as amended). Any pages not marked 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 respondent shall submit a completed Proprietary Information Form, attached to this RFP as Attachment C.

1.4 Registration with Mississippi Secretary of State

By submitting a proposal, the respondent certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within five (5) business days of being notified by the agency that it has been selected for contract award. Sole proprietors are not required to register with the Mississippi Secretary of State.

1.5 Debarment

By submitting a proposal, the respondent certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi or federal government and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi or federal government. The respondent shall submit a completed MDHS Debarment Verification Form, attached to this RFP as Attachment B. Attachment B shall be received by the MDHS, in the proposal submitted by the respondent, no later than 2:00 PM CT, on June 11, 2021. The MDHS reserves the

right to deem any proposal not containing an executed MDHS Debarment Verification Form as non-responsive to the RFP.

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

If the respondent is not already registered as a supplier in MAGIC, the respondent should register as a supplier with the State of Mississippi. Registering as a supplier with the State of MS allows businesses to register for upcoming opportunity notifications by the products they supply, search the system for upcoming solicitations, respond to solicitations electronically, and receive purchase orders via e-mail. The registration can be completed at the following link: <http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/supplier-self-service/>

1.7 Competitive Proposals

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

1.8 Additional Information

Respondents must carefully review this solicitation, the contract, risk management provisions, and all attachments for defects, questionable, or objectionable material. Following review, potential respondents may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the questions and requests for clarifications, potential respondents shall submit all questions and requests for clarifications concerning this procurement document in writing via e-mail to Bryan C. Wardlaw at Procurement.Services@mdhs.ms.gov by the deadline reflected in Section 1.1.1.

MDHS will not be bound by any verbal or written information that is not contained within this RFP unless formally noticed and issued by MDHS. Respondents are cautioned that any statements made by contact persons that cause a material change to any portion of the procurement document shall not be relied upon unless subsequently ratified by a formal written amendment to the procurement document. At no time shall any respondent or its personnel contact, or attempt to contact, any MDHS staff regarding this RFP except the contact person as set forth and in the manner prescribed in this section. Unauthorized contact regarding the RFP with other employees of the agency may result in the potential respondent being disqualified, and the potential respondent may also be suspended or disbarred from the State.

When submitting questions and requests for clarifications, "DAAS Needs Assessment RFX No. 3180001360/3120002223 Questions" should be the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

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

Official responses will be provided only for questions submitted as described above and only to clarify information already included in the RFP. The identity of the organization submitting the question(s) will not be revealed. All questions and answers will be published on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency's website as an amendment to the RFP by the date and time reflected in Section 1.1.1.

1.9 Acknowledgement of Amendments

Should an amendment to the RFP be issued, it will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the MDHS website (<http://www.mdhs.ms.gov>) in a manner that all respondents will be able to view. Further, respondents must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal package, by identifying the amendment number and date in the space provided for this purpose on the amendment, or by letter. The acknowledgment should be received by the MDHS by the time and at the place specified for receipt of proposals as reflected in Section 1.1. It is the respondent’s sole responsibility to monitor the websites for any updates or amendments to the RFP.

This RFP, all questions, requests for clarification, and answers will be published on the Mississippi Contract/Procurement Opportunity Search Portal and the Mississippi Department of Human Services (hereinafter “MDHS”) website (<http://www.mdhs.ms.gov>) in a manner that all respondents will be able to view by the dates reflected in Section 1.1.1.

1.10 Type of Contract

Compensation for services will be in the form of a firm-fixed price agreement. MDHS will issue payment for services described herein on a Cost Reimbursement upon MDHS acceptance of completed Tasks as outlined in Sec. 2.2(C) of this RFP.

The successful respondent will bill MDHS upon completion and MDHS acceptance of each Task as outlined in Sec. 2.2(C) of this RFP. Following the satisfactory completion of its services, as determined by MDHS, successful respondent shall submit invoices electronically for work performed to MDHS via email at invoices@mdhs.ms.gov. Appropriate documentation supporting the amount invoiced shall be submitted with each invoice.

1.11 Written Proposals

All proposals shall be in writing. **RESPONDENTS MAY NOT IDENTIFY THEMSELVES IN THE PROPOSAL SECTIONS DESIGNATED AS “REDACTED.” THE RESPONDENTS MAY IDENTIFY THEMSELVES ONLY IN SECTIONS DESIGNATED AS “UNREDACTED.”** Respondent’s proposal shall be *redacted* so that no *Respondent Identifiable Information* is included in proposal sections labeled as “**REDACTED.**” Identifiable information includes, but is not limited to, the

following: any prior, current and future names, acronym, or addresses of the respondent; any names of incumbent staff, any prior, current and future logos, watermarks, and company colors; any information, which identifies the respondent as an incumbent; and any other information, which would affect the blind evaluation of technical or cost factors. If any exhibits or attachments to respondent's proposal identify or distinguish the respondent in any way, the proposal may be immediately rejected and may not be considered for award.

Specific sections of respondent's proposal shall be REDACTED (according to the above instructions) based on the designations provided in this RFP. Examples of RFP Sections and Subsections on which redactions should be based contain the following designations: **"MANAGEMENT FACTOR – NOT REDACTED"**; **"TECHNICAL FACTOR – REDACTED"**; **"PROJECT PRICING – REDACTED"**; and **"FINANCIAL INFORMATION – REDACTED."** Respondent's proposal shall separate **"REDACTED"** proposal sections/subsections from **"NOT REDACTED"** sections/subsections so that a **"REDACTED"** section/subsection is not comingled with a **"NOT REDACTED"** section/subsection or vice-versa. This may be accomplished through separate packaging or use of definitive dividers for each respective section/subsection. Electronic copies of respondent's proposal shall contain separate, individual files distinguishing **"REDACTED"** from **"NOT REDACTED"** sections/subsections. The submission format of Section 4.3 shall be used.

1.12 Exceptions

Respondents taking exception to any part or section of the solicitation shall indicate such exceptions on the RFP Exception(s) form, **Attachment D**. Failure to indicate any 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. The proposal must contain a high degree of acceptance of contract terms and conditions listed in **Attachments G and H** of this RFP.

1.13 Informalities and Irregularities

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

SECTION 2

2.1 Purpose

The MDHS is seeking to establish one (1) contract for developing the 2022 Mississippi Needs Assessment for the MDHS Division of Aging and Adult Services. It is understood that any contract resulting from this RFP may require approval by the Public Procurement

Review Board (PPRB). If any contract resulting from this RFP is not approved by the MDHS and/or PPRB (if required), it is void and no payment shall be made.

2.2 Scope of Services

The Mississippi Department of Human Services, Division of Aging and Adult Services (DAAS), in fulfilling the mandates set forth in the Older Americans Act of 1965 (as amended in 2016), desires to develop the 2022 Mississippi Needs Assessment. The goal of the project is to assist the Aging network in obtaining information about the needs of the aging adults currently served and potentially served as well as obtaining further data regarding the developing need for services over the next several years. The project will follow the example of the 2011 Mississippi Needs Assessment and use telephonic surveys to gather updated information regarding the socio-demographic characteristics and current status, formal service usage, projected needs and opinions of Mississippians over 55 from a randomized sample of current participants, service providers, and individuals on the waiting list within a 5% margin of error.

The data collected and its analysis will be used to create a report, in collaboration with DAAS, to be published for the Aging network personnel to inform program planning and policy development including incorporation into the Mississippi State Plan for Aging and Adult Services.

The 2011 Mississippi Needs Assessment is attached as an example; however, MDHS is seeking several updates and requesting use of innovative technology and techniques to be applied in the final report of the 2022 Mississippi Needs Assessment.

A. Project Management – MANAGEMENT FACTOR (NOT REDACTED)

Respondent shall provide an overall Project Management Plan detailing its approach in developing a final report to MDHS DAAS for utilization within the Mississippi State Plan for Aging and Adult Services. Respondent's Project Management Plan shall include, but not be limited to the following:

1. Detailed timeline outlining ability to meet the project tasks as further described in Sec. 2.2(C) of this RFP. Timeline description may include unique or innovative approaches to accomplishing project deliverables;
2. Description of dedicated resources to include, but not be limited to, number and qualifications of personnel and other resources utilized to provide required deliverables as outlined in Sec. 2.2(B) of this RFP; and
3. Description of respondent's prior efforts to provide this type of data, analysis, and report (or similar data, analysis, and report) to another governmental agency/entity to include how those prior efforts will benefit MDHS for this project.

B. Deliverables – TECHNICAL FACTOR (REDACTED)

Respondent, through its proposal, shall demonstrate its ability to provide services, and otherwise do all things necessary for or incidental to the performance of work and may include unique or innovative approaches, as set forth below:

1. Contractor shall describe in detail its ability to provide a Statewide assessment of current and unmet needs as determined by a telephonic survey to include, but not be limited to, the following:
 - a. at least 3,000 older Mississippians (age 55 and older) as the primary data source (List of Contact Information for 3,000+ Mississippians age 55 and older will be provided by MDHS)
 - b. Combine ten (10) sets of random samples of 300 participants from each of the ten (10) Planning and Development District Area Agencies on Aging (AAA) service areas
 - c. Random sample with over sample of minority and rural populations
 - d. Telephonic contact shall be attempted three (3) times; once per day. If after the third attempt no answer is received, Contractor shall notate and no longer contact the person.
2. Contractor shall describe in detail its ability to provide a Statewide assessment of projected needs for service providers to include, but not be limited to, the following:
 - a. Mail Provider survey to all service providers taken from the list of providers as provided by MDHS.
3. Contractor shall describe in detail its ability to provide a Statewide assessment of projected needs among those Older Mississippians on waiting lists for services to include, but not be limited to, the following:
 - a. Conduct one telephone survey of citizens on the waiting list for services provided by the directors of the state's ten (10) Planning and Development Districts Area Agencies on Aging.
 - b. Telephonic contact with a waiting list Older Mississippian shall be attempted three (3) times; once per day. If after the third attempt no answer is received, Contractor shall document the attempted telephonic contact and then resume attempts to contact another participant from MDHS provided list.
4. Contractor shall describe in detail its ability to provide a Statewide assessment of COVID inquiries for impact to participants (current participants and waiting list participants) to include, but not be limited to, the following:
 - a. Has participant or family member contracted COVID?
 - b. Does participant have any needs as it relates to COVID?
5. Contractor shall describe in detail its ability to provide an analysis of social and economic variables taken into consideration which include, but are not limited to, the following:
 - a. age, sex, income, residential setting (i.e., rural/urban/suburban), type of dwelling, lifestyle, volunteer work, employment, voting, family, relatives, health status, service awareness, AAA awareness, specific service need, meal contributions, contentment, legal assistance, transportation, crime, mistreatment/abuse, loneliness.
6. Contractor shall describe in detail its ability to provide Representation of ten (10) AAA. Statewide Needs Assessment data shall be submitted that

includes data from ALL ten (10) Area Agencies on Aging. Representation of all AAAs means the Contractor will be provided with all participants from all Planning and Service Areas (by MDHS) and the Contractor is required to survey participants from each planning and service area.

7. Contractor shall describe in detail its ability to provide an analysis/assessment reflecting a margin of error no greater than 5%.
8. Respondent shall describe in detail its ability to provide a draft report (must include graphs and charts) for DAAS' review and approval before final report is submitted.
9. Respondent shall describe in detail its ability to provide The Needs Assessment that shall reflect an increase in services or decrease based on projected population of older adults using empirical data.
10. Respondent shall describe in detail its ability to provide a formal written report (must be in Word and PDF format).
11. Respondent shall describe in detail its ability to provide raw data in Excel format.
12. Respondent shall describe in detail its ability and approach to facilitate a meeting with MDHS to review draft report of Needs Assessment and any supporting data before final submission.

C. Timeline – MANAGEMENT FACTOR (NOT REDACTED)

Respondent shall describe in detail its ability to meet the below projected timeline for various aspects of projects:

Project Tasks	Anticipated Duration
Statewide assessment of current and unmet need	7 weeks
Statewide assessment of projected need for service providers	3 weeks
Statewide assessment of projected needs among those on waiting lists for services	2 weeks
Analysis and initial report drafting	1 month
MDHS/DAAS review of draft report	2 weeks
Final report drafted and published	1 month

The above projected timeline may be adjusted upon contract award only upon prior written approval from MDHS.

D. MDHS Responsibilities

1. To facilitate the respondent in delivery of the above referenced project components, MDHS hereby agrees to provide respondent with the following:
 - a. 2021 Mississippi Older Adult Needs Assessment and Waiting List Survey (Attachment J)
 - b. Contact List for the AAA (Attachment K)
 - c. Map (Attachment L)
 - d. 2011 Mississippi Needs Assessment (Attachment M)
 - e. Most recent MS DAAS State Plan (Attachment N)

2. To facilitate the respondent in delivery of the above referenced project components, MDHS hereby agrees to provide respondent with the following upon final contract execution:
 - a. Contact List for AAA Service Providers
 - b. Contact List for current participants
 - c. Contact List for Older Mississippians on waiting lists for services
3. MDHS will request for AAA contacts to notify service providers identified on the Contact List for AAA Service Providers that the Assessment will be forthcoming in order to ensure a better response rate.

2.3 Term

The estimated period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about October 1, 2021, and to end on March 31, 2022.

SECTION 3

3.1 Insurance

The successful respondent shall maintain at least the minimum level of workers' compensation insurance, comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000.00 per occurrence. All workers' compensation, comprehensive general liability, and professional liability, will provide coverage to the MDHS as an additional insured. The MDHS reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

The respondent shall be prepared to provide evidence of required insurance upon request by the MDHS at any point during the contract period and should consult with legal counsel regarding its obligations.

Contractor shall submit to Agency within five (5) business days of notification of intent to award, a certificate of insurance and/or bond which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within five (5) business days may be cause for your proposal to be declared non-responsive or for your contract to be cancelled.

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.

The Contractor is responsible for ensuring that any subcontractors provide adequate insurance and/or bond coverage for the activities arising out of subcontracts.

In no event shall the requirement for an insurance, bond, or other surety be waived. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Agency.

SECTION 4

4.1 Written Proposals Shall Contain the Following Minimum Information:

- 4.1.1 The respondent should identify itself by name; location of respondent’s principal place of business and, if different the place of performance of services as outlined herein; and telephone number in Attachment A to accompany its proposal.
- 4.1.2 the age of the respondent’s business and average number of employees over the past three (3) years;
- 4.1.3 resume's listing abilities, qualifications and experience of all other individuals who will be assigned to provide the required services;
- 4.1.4 listing of three (3) references for contracts or projects under which services similar in scope, size, or discipline to the herein required services were performed or undertaken during the past three (3) years, including the names and addresses of the projects and the scope of the projects. Also, include the name of the organization, length of contract or project, a brief summary of the work, and the name, address, e-mail address, and telephone number of a responsible contact. These references must be familiar with the respondent’s abilities in the areas involved with this RFP. MDHS will use these references to determine the respondent’s ability to perform the services. It is the responsibility of the respondent to ensure that the reference contact information is correct and current. Respondents should verify before submitting their response that the contact person and phone number are correct for each reference. MDHS staff must be able to reach at least two (2) references for a respondent within two (2) business days of proposal opening. The respondent may submit as many references as desired. MDHS will begin contacting references at the top of the list and will continue down the list until MDHS completes a Reference Score Sheet for two (2) references. (See Attachments E and F).
- 4.1.5 A plan giving as many details as is practical explaining how the services will be performed pursuant to Sec. 2.2, Scope of Services;
- 4.1.6 **REDACTED (as part of Tab 2)** Project pricing to provide services shall be adequately documented and presented in the following format:

PROJECT TASKS	TOTAL COST
Statewide assessment of current and unmet needs, projected needs for service providers, and projected needs among those on waiting lists for services	\$ _____
Analysis and initial report drafting for MDHS/DAAS review of draft report	\$ _____
Final report drafted and published	\$ _____
TOTAL COST OF PROJECT:	\$ _____

**Note any respondent pricing provided that differs from the above required format may be deemed as non-responsive. Respondents shall not include any additional cost categories other than those outlined above.*

4.1.7 **REDACTED (as part of Tab 2)** your company's financial information as required in Section 4.3.A.8.

4.2 Evaluation Procedure

4.2.1 Step One:

Proposals will be reviewed to assure compliance with the minimum specifications to determine that the proposal is **Responsive** and if the proposal demonstrates that the respondent is **Responsible**. Proposals that do not comply with the minimum specifications may be deemed **Non-Responsive** or **Not Responsible** and rejected immediately, receiving no further consideration. The respondent shall be notified in writing if their proposal is deemed **Non-Responsive** and/or **Not Responsible** and is thereby rejected.

4.2.1.1 Responsive Respondent

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

4.2.1.2 Responsible Respondent

Respondent must have capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance, as determined by MDHS.

4.2.2 Step Two:

Proposals that satisfactorily complete Step One will be reviewed and analyzed by an evaluation committee to determine if the proposal adequately meets the needs of MDHS. Factors to be considered are as follows:

4.2.2.1 Cost Factor: Price to provide the services – (Section 4.1.6) **35 Points**

Points awarded for price will be calculated utilizing Attachment I.

4.2.2.2 Cost Factor: Assessment of Cost – **20 Points Total** as follows:

- (a) comparison of cost to other responsive proposals (10 points);
- (b) price appears reasonable, is adequately documented and presented in appropriate format (Section 4.1.6) (5 points);
- (c) Respondent appears to have sufficient financial resources to meet requirements of RFP (Sections 4.1.7 & 4.3.A.8) (5 points).

4.2.2.3 Technical Factor: Proposed Methodology to complete the project – **20 Points Total** to reflect the following:

- (a) proposal demonstrates clear understanding of scope of work and related objectives. Section 2.2 B (10 points);
- (b) proposal is complete and responsive to RFP. Section 2.2 B (5 points);

(c) proposal presents innovative technology and techniques (5 points)

4.2.2.4 Management Factor: Assessment of Project Management – 25 Points

Total to reflect the following:

(a) description of project timeline, Sections 2.2.A, 2.2 C (10 points);

(b) dedication of resources to project Sections 2.2.A, 4.1.1, 4.1.2, 4.1.3, 4.3.A.1, 4.3.A.3, 4.3.A.4, and Attachment A (10 points);

(c) prior efforts on similar projects Sections 4.1.4 and 4.3.A.5, Attachment E, References, and reference checks completed by MDHS utilizing Attachment F (5 points).

Total: 100 Points

4.2.3 Step Three:

The MDHS Executive Director or his/her designee will contact the respondent with the proposal which best meets MDHS needs (based on factors evaluated in Step Two) and attempt to negotiate an agreement that is deemed acceptable to both parties.

4.3 The Following Response Format Shall Be Used for All Submitted Proposal Packages:

A. TAB 1 of Binder and File Folder 1 For USB Flash Drive – ENTIRE PROPOSAL PACKAGE NOT REDACTED

- 1) **Management Summary:** Complete Attachment A indicating the underlying philosophy of the firm in providing the service and also includes: organization name, DUNS number, physical address, contact name and title, phone number, fax number, and email address. This Attachment must be signed by the person authorized to represent the respondent. (include Attachments A – C in this section of your response)
- 2) **Proposal:** Describe in detail how the service will be provided. Include a description of major tasks and subtasks.
- 3) **Corporate experience and capacity:** Describe the experience of the firm in providing the service, give number of years that the service has been delivered, and provide a statement on the extent of any corporate expansion required to handle the service.
- 4) **Personnel:** Attach resumes' of all those who will be involved in the delivery of service (from principals to field technicians) that include their experience in this area of service delivery. Indicate the level of involvement by principals of the firm in the day-to-day operation of the contract.
- 5) **References:** Give at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past three (3) years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person. See Section 4.1.4.(Attachment E, References)
- 6) **Acceptance of conditions:** Indicate any exceptions to the general terms and conditions of the proposal document and to insurance, bonding, and any other requirements listed. (Attachment D, Exceptions)

7) **Cost data:** Estimate the cost of the service as directed in Section 4.1.6. Cost data submitted at this stage is binding, but is subject to being negotiated down if your firm is chosen as a finalist. MDHS reserves the right to solicit a Best and Final Offer (BAFO) from respondents that provided a responsible proposal but whose proposed cost exceeds MDHS' anticipated funding for the anticipated contract. Respondents are encouraged to provide their best proposed cost and/or pricing in their initial response to the RFP. Should MDHS decide to exercise its right to solicit a BAFO, MDHS will provide in writing the requirements, process, and schedule for submitting a BAFO response.

8) **Financial Information:**

- Attach Organization's financial statement for the last two (2) years audited financial statements complete with the notes and opinion letter from respondent's auditor and/or other proof, acceptable to MDHS, of financial responsibility.

For organizations that expended \$750,000 or more in federal funds over the last two (2) fiscal years, please provide your organization's Single Audit for each year pursuant to 2 C.F.R. §200.501. For organizations that expended under \$750,000 in federal funds over the last two (2) fiscal years, Respondent must submit an IRS status letter and the organization's most recent year-end financial statements. Newly formed organizations must submit either their most recent tax returns and/or management reports provided that expended funds does not exceed \$750,000.

In order to assure financial responsibility in performing the requirements of this RFP, MDHS reserves the right to require a current financial statement prepared and certified by an independent auditing firm.

Respondents, including the parent corporation of any subsidiary corporation submitting a response, must include in their proposal evidence of financial responsibility and stability for the performance of the Contract resulting from this RFP.

- Attach a signed statement addressing the below. All items must be addressed. If the item(s) do not apply, the Respondent is still responsible for addressing with Not Applicable.

In the event that a respondent is either substantially or wholly owned by another corporate entity, the proposal must also include the most recent detailed financial report of the parent organization, and a written guarantee by the parent organization that it will unconditionally guarantee performance by the respondent of each and every term, covenant, and condition of such contract as may be executed by the parties.

Disclose if and when respondent has filed for bankruptcy within the last seven (7) years under its name or the sole proprietor's name in a related business. For

respondents that are partnerships or corporations, respondents must disclose whether any of its principals, partners or officers have filed bankruptcy within the last seven (7) years in a related business.

Disclose any company restructurings, mergers, and acquisitions over the past three (3) years that have impacted any products or services the respondent has included in this proposal.

The State reserves the right to request any additional information to assure itself of respondent's financial status.

B. TAB 2 of Binder and File Folder 2 For USB Flash Drive (REDACTED) (SECTION 1.11):

- Price and Financial Data. Any information included in response to meet the 4.2.2.1 and 4.2.2.2 Scoring Sections of Cost Factors, includes 4.1.6, 4.1.7, 4.3.7, and 4.3.8.

C. TAB 3 of Binder and File Folder 3 For USB Flash Drive (REDACTED) (SECTION 1.11):

- Technical Data. Any information included in response to meet the 4.2.2.3 Scoring Section of Technical Factors, includes response to Section 2.2.B.

D. TAB 4 of Binder and File Folder 4 For USB Flash Drive NOT REDACTED

- Management Data. Any information included in response to meet the 4.2.2.4 Scoring Section of Management Factors, includes Attachment A, Sections 2.2.A, 2.2.C, 4.3.A.1, 4.3.A.3, 4.3.A.4, 4.3.A.5, and 4.3.A.6.

4.4 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 MDHS reserves the right to permit the respondent to withdraw nonconforming terms and conditions from its proposal response prior to a determination by the MDHS of non-responsiveness based on the submission of nonconforming terms and conditions.

4.5 Conditioning Proposal Upon Other Awards

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

4.6 Award

Award shall be made to the responsible respondent whose proposal is determined in writing, to be the most advantageous to the State taking into consideration price and the

evaluation factors set forth in the RFP. No other factors or criteria shall be used in the evaluation.

4.6.1 Notification

Award for this procurement will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency website at <http://www.mdhs.ms.gov>. Respondents will be notified via e-mail of the awards. Additionally, a letter will be sent to all respondents.

4.6.1.1 Notice of Intent to Award

All participating respondents will be notified in writing of MDHS' intent to award a contract. In addition, MDHS will identify the selected respondent. Notice of Intent to Award is also made available to the public.

4.6.1.2 Notice of Contract Award

Following issuance of the Notice of Intent to Award and successful negotiation of the contract, MDHS will issue to awarded respondent and make available to the public a Notice of Contract Award.

4.7 Negotiating with Next-Ranked Vendor

Should the State cease doing business with any respondent selected through this RFP process, for any reason, the State reserves the right to initiate negotiations with the next ranked respondent.

4.8 Valid Contract Required to Begin Work

Any work performed by the awarded respondent prior to the contract start date of October 1, 2021 is done at respondent's sole risk. The State is under no obligation to pay for work performed prior to contract start date of October 1, 2021.

SECTION 5

5.1 Post-Award Vendor Debriefing

A 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 Executive Director of the MDHS 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 respondent prefers to have legal representation present, the respondent must notify the Executive Director of the MDHS in writing and identify its attorney by name, address, and telephone number. The MDHS will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General can be present. For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-113 through 7-113.07, Post-Award Vendor Debriefing, of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* as updated and replaced by PPRB.

5.2 **Protests**

Any actual or prospective respondent or contractor who is aggrieved in connection with this solicitation or the outcome of the RFP may file a protest with the Chief Procurement Officer, Bryan C. Wardlaw. The protest shall be submitted in writing within seven (7) calendar days of notification of the contract award after such aggrieved person or entity knows or should have known of the facts giving rise thereto, but in no event later than seven (7) days after solicitation posting or award. All protests must be in writing, dated, signed by the respondent or an individual authorized to sign contracts on behalf of the protesting respondent, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) or regulation(s), and/or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting respondent must provide facts and evidence to support the protest. A protest is considered filed when received by Bryan C. Wardlaw, Chief Procurement Officer, via either U.S. mail, postage prepaid, or personal delivery. (Protests submitted via either electronic mail or facsimile will not be accepted). Protests filed after the filing deadline will not be considered.

5.3 **Required Contract Terms and Conditions**

Any contract entered into between MDHS and a vendor/respondent pursuant to this RFP shall include the required clauses found in **Attachment G** and those required by the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* as updated and replaced by PPRB. MDHS discourages exceptions from these required clauses. Such exceptions may cause a proposal to be rejected as non-responsive. Proposals which condition the proposal based upon the State accepting other terms and conditions not found in the RFP, or which take exception to the State's terms and conditions, may be found non-responsive, and no further consideration of the proposal will be given.

5.4 **Optional Contract Terms and Conditions**

Any contract entered into between MDHS and a vendor/respondent pursuant to this RFP may have, at the discretion of the MDHS, the optional clauses found in **Attachment H** and those within the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* as updated and replaced by PPRB. The agency discourages exceptions from these optional clauses. Such exceptions may cause a proposal to be rejected as non-responsive. Proposals which condition the proposal based upon the State accepting other terms and conditions not found in the RFP, or which take exception to the State's terms and conditions, may be found non-responsive, and no further consideration of the proposal will be given.

5.5 **Mississippi Contract/Procurement Opportunity Search Portal and MDHS Website**

This RFP, and answers concerning this RFP, and the Notice of Intent to Award will be posted on the Contract/Procurement Opportunity Search Portal website and the MDHS website at www.mdhs.ms.gov.

5.6 Attachments

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

5.7 MDHS Rights Reserved

By and through this RFP, MDHS hereby reserves its rights to the following:

- 1) Reject any and/or all proposals received in response to this RFP.
- 2) Waive minor irregularities if MDHS determines that waiver would be in its best interest and would not result in an unfair advantage for other respondents and potential respondents.
- 3) Reject any timely and properly submitted proposal in its entirety for failing to meet any of the MANDATORY requirements identified herein.
- 4) Select for contract or for negotiations, a proposal other than that with the lowest cost.
- 5) If negotiations fail to result in a contract or agreement prior to the anticipated contract start date, MDHS may terminate negotiations and take such other action as MDHS deems appropriate.

ATTACHMENT A
PROPOSAL COVER SHEET WITH CERTIFICATIONS AND ASSURANCES

Organization Name: _____

Organization's Physical Address: _____

Organization's Mailing Address: _____

Organization's Principal Place of Business: _____

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

Contact Person's Name: _____

Contact Person's Title: _____

Contact Person's Phone No.: _____

Contact Person's Fax No.: _____

Contact Person's Email Address: _____

Tax I.D. Number: _____

DUNS Number: _____

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

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

Minority-Owned _____ Women-Owned _____

Indicate the underlying philosophy of the firm in providing the services required within this solicitation:

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

1. That he/she has thoroughly read and understands this Request for Proposals and the attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in this Request for Proposals and the attachments thereto;
3. That the company agrees to all provisions of this Request for Proposals and the attachments thereto including, but not limited to, the Required and Optional Clauses to be included in any contract resulting from this RFP (Attachments G and H);
4. That the company will perform the services required at the prices quoted;
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. That the company has, or will secure, at its own expense, applicable licensed and certified personnel or personnel with requisite credentials who shall be qualified to perform the duties required to be performed under this Request for Proposals.
7. **NON-DEBARMENT:** By submitting a proposal, the respondent certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi.
8. **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 proposal.
9. **REPRESENTATION REGARDING GRATUITIES**
The 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.
10. **INDEPENDENT PRICE DETERMINATION**
The respondent 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 respondent or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate prices offered.

11. 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.

Company Name: _____

Printed Name and Title of Representative: _____

Signature/Date: _____

Note: Failure to sign this form may result in the proposal being rejected as nonresponsive. Modifications or additions to any portion of this proposal document may be cause for rejection of the proposal.

**ATTACHMENT B
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)	

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

Federal Debarment Certification:

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

State of Mississippi Debarment Certification:

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

Partnership Debarment Certification:

By signing below, I hereby certify that all entities who are in partnership through this contract with 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. In addition, provide the specific statutory authority for the exemption. **If this is not applicable, please indicate with “N/A” below.**

- 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/ Title
(No stamped signature)

Date

**ATTACHMENT D
PROPOSAL EXCEPTION SUMMARY FORM**

List and clearly explain any exceptions, for all RFP Sections and Attachments, in the table below.

Indicate “N/A”, if there are no exceptions.

This Form MUST be COMPLETED and SIGNED.

Failure to indicate any 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.

RFP Reference	Respondent Proposal 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 proposal where exception is explained)	(Short description of exception being made)	
1			
2			
3			
4			
5			
6			
7			

Signature of Authorized Official/ Title

Date

**ATTACHMENT E
REFERENCES**

Respondents may submit as many references as desired by submitting as many additional copies of Attachment E, References, as deemed necessary. References will be contacted in order listed until two (2) references have been interviewed and Reference Score Sheets completed for each of the two (2) references. No further references will be contacted; however, respondents are encouraged to submit additional references to ensure that at least two (2) references are available for interview. MDHS 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: _____

REFERENCE 5

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 F
REFERENCE SCORE SHEET**

****TO BE COMPLETED BY MDHS STAFF ONLY****

Name of Respondent: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Contacted By: _____ Position: _____

Questions	Response (Circle One)	
	Yes	No
Able to provide Needs Assessment Services when requested?	Yes	No
Satisfied with the services provided? If no, please explain.	Yes	No
Vendor easy to work with when scheduling Needs Assessment Services?	Yes	No
Was the Needs Assessment 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: _____		

Respondent 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 respondent’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 G
REQUIRED CLAUSES FOR SERVICE CONTRACTS RESULTING FROM THIS RFP

1. 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.
2. 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.
3. 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 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.
4. Compliance with Laws. 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 Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
5. E-Payment. 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.*
6. 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.

7. Insurance. Contractor represents that it will maintain workers’ compensation insurance as required by the State of Mississippi which shall inure to the benefit of all Contractor’s personnel provided hereunder; and comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000.00 per occurrence. All workers’ compensation, comprehensive general liability, and professional liability insurance will provide coverage to the State of Mississippi as an additional insured. The MDHS reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance. Contractor will furnish MDHS a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance under this Agreement and upon request by MDHS at any time during the contract period. 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. The Contractor is responsible for ensuring that any subcontractors provide adequate insurance and/or bond coverage for the activities arising out of subcontracts. In no event shall the requirement for an insurance, bond, or other surety be waived. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Agency.
8. 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.

9. 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>.
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 contingent fee, except as disclosed in 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 *Mississippi Public Procurement Review Board, Office of Personal Service Contract Review Rules and Regulations*.
12. Stop Work Order.
 - a. *Order to Stop Work*: The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:
 - i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
 - b. *Cancellation or Expiration of the Order*: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - i. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,

- ii. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- c. *Termination of Stopped Work:* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- d. *Adjustment 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.

13. Termination for Convenience.

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

14. Termination for Default.

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

- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
 - c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the MDHS Executive Director or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
 - d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the MDHS Executive Director or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the MDHS Executive Director or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience" in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
 - e. *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
 - f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
15. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by MDHS 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.

16. 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.
17. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

ATTACHMENT H
OPTIONAL CLAUSES FOR USE IN SERVICE CONTRACTS RESULTING FROM
THIS RFP

1. 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.
2. Attorney's 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.
3. 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.
4. Information Designated by Contractor as Confidential. Any disclosure of those materials, documents, data, and other information which 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 Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the MDHS shall result in the immediate termination of this agreement.

5. Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that 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 MDHS pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, 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 Contractor for disclosure of information required by court order or required by law.

6. 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 Contractor. If the MDHS reasonably rejects staff or subcontractors, 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 Contractor's employees and subcontractors is the sole responsibility of Contractor.
7. 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.
8. 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.*
9. 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;
 - (3) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
 - (4) is independently developed by the recipient without any reliance on confidential information;
 - (5) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
 - (6) is disclosed with the disclosing party's prior written consent
10. Errors in Extension. If the unit price and the extension price are at variance, the unit price shall prevail.
 11. Failure to Deliver. In the event of failure of 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 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.
 12. 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.
 13. 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, 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 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 Contractor under this contract.
 14. 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.

15. Indemnification. 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.
16. 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 the MDHS, and the MDHS shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The MDHS 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, the MDHS shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.
17. Integrated Agreement/Merger. 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 Contractor. 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 Contractor on the basis of draftsmanship or preparation hereof.

18. 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.
19. 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.
20. 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 the MDHS:	For Contractor:
[Name, Title]	[Name, Title]
MDHS	[Contractor Name]
[Address]	[Address]
[City, State, Zip]	[City, State, Zip]

21. 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 Contractor.
22. 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 Contractor.
23. Ownership of Documents and Work Papers. 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 Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MDHS 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 MDHS and subject to any copyright protections.
24. Priority. The contract consists of this agreement with exhibits, the Request for Proposals [number] and any amendments and Best and Final Offers (as applicable) (hereinafter referred to as RFP, and the response dated [date] by [CONTRACTOR NAME] (hereinafter referred to as Proposal). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement with exhibits and, if still unresolved, by reference to the RFP and, if still unresolved, by reference to the Proposal. Omission of any

term or obligation from this agreement or RFP or Proposal shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

25. 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.
26. 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-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-year period, whichever is later.
27. 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.
28. 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 (3) 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.
29. 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.
30. 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.

31. 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.
32. 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.
33. 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.
34. 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.
35. 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.
36. Disputes. Any dispute concerning a question of fact under this Contract which is not disposed of by agreement shall be decided by the Deputy Executive Director of Age Related Services. This decision shall be reduced to writing and a copy thereof mailed or furnished to the Contractor and shall be final and conclusive, unless within thirty (30) days from the date of

the decision, Contractor mails or furnishes to the MDHS Executive Director a written request for review. Pending final decision of the MDHS Executive Director or designee of a dispute hereunder, the Contractor shall proceed in accordance with the decision of the Deputy Executive Director of Age Related Services. In a review before the MDHS Executive Director or designee, the 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 MDHS 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 I
FORMULA FOR EVALUATING PRICE**

1. **Company A = \$150,000 Company A = 35**

2. **Company B = \$160,000 Company B = $150,000/160,000 = .9375 \times 35 = 32.8125$**

3. **Company C = \$180,000 Company C = $150,000/180,000 = .8333 \times 35 = 29.1655$**

Company A is the lowest respondent; therefore, the total evaluation points for price = 35

ATTACHMENT J
2021 MISSISSIPPI OLDER ADULT NEEDS ASSESSMENT AND WAITING LIST
SURVEY

Hello my name is _____ and I am from (vendor name). We are conducting a survey for the Mississippi Department of Human Services, Division of Aging and Adult Services that focuses on the health and service needs of adults age 55 and older in the state of Mississippi. This study is part of a federal requirement and your input would be very helpful to us as we try to gain insight into the daily lives of this portion of Mississippi's population. Are you or is anyone in your household 55 or older and would any of you be interested in participating?

Transportation

- 1) For most of your local trips, how do you travel? (Pick the one used most often)
 - a) Walk
 - b) Drive my own car
 - c) Ride with family
 - d) Ride with friends
 - e) Use Public Transportation
 - f) Use church provided transportation
 - g) Take a senior van, shuttle, or minibus
 - h) Take a taxi
 - i) Not Applicable – Unable to leave house
 - j) Not Applicable – Have no form of transportation

- 2) How big of a problem has a lack of transportation been for you over the last 12 months?
(If Answer Is 'c' Skip To Question 4)
 - a) Major problem
 - b) Minor problem
 - c) Not a problem

- 3) What are some of the difficulties you face in getting the transportation you need? Check all that apply.
 - a) Public transportation is not available in my area or community
 - b) Can't afford it
 - c) Don't know who to call
 - d) Transportation does not go where I need to go

Diet and Food Security

- 4) Are you currently on a special diet prescribed by your doctor?
 - a) Yes
 - b) No

- 5) Do you eat at least 2 complete meals a day?
 - a) Yes
 - b) No

- 6) In the past 12 months, how often have the following statements been true? Please indicate your answer by responding with either *Frequently*, *Sometimes*, or *Never*.
- a) I was not able to afford enough food to eat
 - b) I was not able to afford the kinds of food we wanted to eat
 - c) I was not able to afford to eat healthier meals

Family and Social Support

- 7) How many of your relatives or in-laws live within approximately 25 miles from you?
- a) None
 - b) 1-2
 - c) 3-9
 - d) 10 or more
- 8) What relative lives closest to you?
- a) Parent
 - b) Child
 - c) Brother/Sister
 - d) Cousin
 - e) Aunt/Uncle
 - f) In-Law
- 9) Do you feel you have a reliable contact in case of an emergency?
- a) Yes
 - b) No

Quality of Life and Lifestyle

- 10) On a scale of 1 to 5, how would you rate your overall Quality of Life? A score of '1' will indicate the lowest score possible, while a score of '5' will indicate the highest score possible.
- 11) On a scale of 1 to 5 please rate how much of a problem the following issues are for you. A score of '1' will indicate that this is not a problem, while a score of '5' will indicate it is a major problem.
- a) Your physical health
 - b) Suitable housing
 - c) Adequate health care
 - d) Transportation
 - e) Feeling lonely or isolated
 - f) Having enough food to eat
 - g) Affordable medications
 - h) Financial problems
 - i) Depression
 - j) Physical or emotional abuse

- k) Being financially exploited
- l) Being a victim of crime
- m) Dealing with legal issues
- n) Everyday activities like bathing or preparing meals
- o) Boredom
- p) Caregiving

12) How often do you spend time doing the following activities?

Do you participate in these activities *Daily, Weekly, Monthly, Yearly, or Never?*

- a) Participating in volunteer activities
- b) Participating in a club or civic group
- c) Participating in a religious or spiritual activity
- d) Visiting with family (in person or on the phone)
- e) Visiting with friends (in person or on the phone)
- f) Providing help to others
- g) Caring for a pet
- h) Participating in a hobby
- i) Exercising
- j) Traveling outside of your community
- k) Dining out at a restaurant
- l) Using the Internet

Caregiving

13) Do you provide care for family members or friends on a regular basis?

- a) Yes
- b) No (If No, Skip this section)

14) For whom do you provide this care? Check all that apply.

- a) Spouse
- b) Parent
- c) Friend/Neighbor
- d) Adult Child
- e) Grandchild
- f) Other Family Member

15) Approximately how many hours per week do you spend providing care for others?

- a) 1-5 hours
- b) 6-10 hours
- c) 11-20 hours
- d) More than 20 hours

Waiting List

16) Are you currently on a waiting list for any of the following services provided to older adults?

Check all that apply.

- a) Home Delivered Meals
- b) Food Stamp Programs
- c) Tax Preparation
- d) Financial Planning
- e) Home Health Care
- f) Counseling Services
- g) Homemaker Services (help with chores)
- h) Repair Services
- i) Legal Assistance
- j) Job Placement
- k) Senior Discount Programs
- l) Information and Referral Services
- m) Telephone Reassurance
- n) Transportation Services
- o) Shopping Services
- p) Adult Day Care
- q) Health Screening
- r) Physical Fitness/Exercise Programs
- s) Support Groups
- t) Medication Management Education
- u) Nutrition Counseling
- v) Case Management
- w) Congregate Meals (Senior home meals)
- x) Respite care (Relief for care givers)

17) For those services you are waiting for how many months have you been waiting?

18) On a scale of '1' to '5' please rate your level or urgency for receiving each of the services you are waiting for. A score of '1' will indicate the lowest level of urgency, while a score of '5' will indicate the highest level of urgency.

19) What are some of the ways you are coping with this lack of service? Check all that Apply.

- a) Just doing without at this time
- b) Getting help from friends
- c) Getting help from family
- d) Getting help from church
- e) Getting help from community groups
- f) I have hired someone to help me

Health Status

20) On a scale of 1 to 5, how would you rate your overall health status? A score of '1' will indicate poor health, while a score of '5' will indicate excellent health.

- 21) On a scale of 1 to 5, how much does your physical health interfere with your normal daily activities? A score of '1' will indicate little to no interference, while a score of '5' will indicate the highest level of interference.
- 22) Which of the following kinds of health insurance do you have? Check all that apply.
- a) Private insurance
 - b) Medicaid
 - c) Medicare
 - d) None
- 23) Do you have someone you consider to be your doctor or primary health care provider?
- a) Yes
 - b) No (If No Skip To Question 26)
- 24) Have you visited your doctor or primary health care provider in the past 12 months?
- a) Yes
 - b) No
- 25) Have you been hospitalized at any time over the last 2 years?
- a) Yes
 - b) No (If No Skip The Next 3 Questions and Resume at Question 30)
- 26) Were you hospitalized multiple times?
- a) Yes
 - b) No
- 27) What was the duration of your last hospitalization? (i.e. How long were you in the hospital?)
- a) Left the same day
 - b) Stayed Over night
 - c) More than 1 day
 - d) 1 Week
 - e) Longer than 1 Week
 - f) 1 Month
 - g) Longer than a month
- 28) Upon being released from the hospital, was any kind of at-home assistance made available to you?
- a) Yes
 - b) No
 - c) I did not require any assistance
- 29) Have you ever been in need of medical care but decided not to seek medical help?
- a) Yes
 - b) No (If No Skip To Question 32)

30) What are some the reasons you decided not to seek medical help? Check all that apply.

- a) No transportation
- b) Cost of medical care
- c) Could not get an appointment
- d) My insurance would not be accepted
- e) Unable to leave home
- f) Decided to treat myself

31) Have you had any of the following tests or examinations in the past 12 months? Check all that apply.

- a) Eye Exam
- b) Hearing Exam
- c) Dental Exam
- d) Physical Exam

32) How many prescription medications are you currently taking? _____

33) How many non-prescription medications are you taking on a regular basis? _____

34) Have you recently needed any of the following, but could not afford them? Check all that apply.

- a) Prescription medications
- b) Eyeglasses
- c) Hearing aids
- d) Dentures
- e) Walkers, wheelchair, or canes
- f) Ramps

35) Do you smoke cigarettes?

- a) Yes
- b) No

36) On average, how many alcoholic beverages do you consume in a typical week?

- a) None
- b) 1-2
- c) 3 or more

37) Which of the following health conditions have you had in the past two years? Check all that apply.

- a) Heart problems
- b) High blood pressure
- c) Arthritis
- d) Bursitis
- e) Stroke
- f) Hardening of arteries
- g) Rheumatism

- h) Diabetes
- i) Chest pains
- j) Cancer
- k) Stomach or digestion problems
- l) Kidney or urinary problems
- m) Liver problems
- n) Joint problems
- o) Vision problems
- p) Hearing problems
- q) Trouble sleeping
- r) Shaking problems
- s) Mental illness
- t) Memory loss
- u) Skin problems
- v) Back pain
- w) Amputations
- x) Phlebitis
- y) Paralysis

Living Arrangements

38) Which of the following best describes the type of home you live in?

(If Answer is 'd', 'e', 'f', or 'g' Skip To Question 40)

- a) Single Family House
- b) Mobile Home
- c) Condominium/Apartment
- d) Senior Independent Apartment
- e) Assisted Living
- f) Nursing Home
- g) Group Home
- h) Other

39) Do you rent or own your home?

- a) Rent
- b) Own
- c) Not Applicable

40) Including yourself, how many people live with you? (If Answer Is 'a' Skip To Question 42)

- a) 1
- b) 2-3
- c) 4 or more

41) Who lives with you? Check all that apply.

- a) Spouse or Significant Other
- b) Children

- c) Relative
- d) Grandchildren
- e) Other Relatives
- f) Unrelated Adults (Friend or Roommate)

42) On a scale of 1 to 5, how satisfied are you with your current living arrangement. A score of '1' will indicate the lowest level of satisfaction, while a score of '5' will indicate the highest level of satisfaction.

Future Concerns

43) Looking ahead over the next 5+ years, on a scale of 1 to 5, please rate your level of concern with the following items. A score of '1' will indicate the lowest level of concern, while a score of '5' will indicate the highest level of concern.

- a) Physical health
- b) Mental health
- c) Finding employment
- d) Retaining current employment
- e) Driving on your own
- f) Lack of transportation
- g) Affording basic needs (like food or rent)
- h) Affording medications
- i) Affording health care
- j) Living independently
- k) Ability to care for others
- l) Not having someone to care for you

Income

44) What was your estimated total household income before taxes last year? Please include all sources of income for all persons living in your household \$_____

45) Please indicate whether you currently receive any of the following sources of income by answering 'Yes' or 'No.'

- a) Earnings from Employment
- b) State or Federal Retirement Funds
- c) Social Security
- d) Supplementary Security Income
- e) Food Stamps
- f) Home Energy Assistance
- g) Rent Payments from Tenants
- h) Income from Savings or Investments
- i) Veteran's Assistance or Pension
- j) Disability Compensation
- k) Railroad Retirement
- l) Unemployment Insurance

- m) Employee Pension Plan (401 K)
- n) Aid to Dependent Children
- o) Gifts from Friends/Relatives

- 46) Does your current income make it difficult for you to meet your basic needs?
- a) Yes
 - b) No

Demographics

- 47) In what year were you born?

- 48) Gender of Respondent (Ask only if not obvious)
- a) Male
 - b) Female

- 49) Race of Respondent
- a) White/ Caucasian
 - b) Black/ African American
 - c) American Indian or Alaska Native
 - d) Asian
 - e) Native Hawaiian and Other Pacific Islander
 - f) Two or More Races

- 50) Are you of Hispanic or Latino Ethnicity?
- a) Yes
 - b) No

- 51) What is your highest level of educational attainment?
- a) Less than High School
 - b) High School Diploma
 - c) Some College (No Degree)
 - d) Associate's or Technical Degree
 - e) Bachelor's Degree
 - f) Master's Degree
 - g) Doctoral Degree
 - h) Professional Degree (medical, vet, dental, law)

- 52) What is your marital status?
- a) Single (Never Married)
 - b) Married
 - c) Divorced
 - d) Separated
 - e) Widowed
 - f) Cohabiting

- 53) Which of the following best describes your current employment status?

- a) Working full-time
- b) Working part-time
- c) Unemployed, but looking for work
- d) Unemployed, not looking for work
- e) Retired

54) Are you a veteran of the armed forces (either active, National Guard, or reserves)?

- a) Yes
- b) No

55) Are you a Registered Voter?

- a) Yes
- b) No (If No End Survey)
- c) Not Sure

56) Did you vote in the most recent presidential election?

- a) Yes
- b) No

COVID-19

57) Has participant or family member contracted COVID-19? Yes or No

58) Does participant have any needs as it relates to COVID-19? Yes or No

59) Has COVID-19 impacted your Aging services? Yes or No

Thank you so much for your time today.

ATTACHMENT K
CONTACT LIST MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICTS

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