



Robert G. Anderson
Executive Director

REQUEST FOR QUALIFICATIONS (RFQ)

TANF Medical Review Services
RFQ No. 20220517 TMRS
RFx No. 3140003087
Issue Date: May 17, 2022

CLOSING LOCATION

Mississippi Department of Human Services
200 South Lamar Street
Jackson, Mississippi 39201

CONTACT

Name: Jennifer Austin, Procurement Officer
E-mail Address: Procurement.Services@mdhs.ms.gov
Phone Number: (601) 359-4500

CLOSING DATE AND TIME

Responses must be received by June 17, 2022, at 2:00 PM (Central Time)

SECTION 1 – PURPOSE

The Mississippi Department of Human Services (MDHS) is seeking to establish one (1) contract with an Independent Contractor to provide professional TANF medical review services for the MDHS Division of Economic Assistance Eligibility (DEAE). The Contractor will carry out the prescribed procedures relating to a part of the documentation requirements necessary in completing TANF medical determinations on applications for TANF Benefits.

1.1 Compensation for Services

The compensation for medical services will be fixed at a monthly price of \$500.00 and in no event shall the total yearly price exceed \$6,000.00.

1.2 Respondent Expenses

This RFQ does not commit MDHS to contract for any supply or service whatsoever.

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

SECTION 2 - TIMELINE

Request for Qualifications Issue Date:	May 17, 2022
Questions and Requests for Clarification to MDHS Deadline:	May 31, 2022, 2:00 PM CT
Anticipated Written Answers to Questions:	June 3, 2022
Submission Deadline:	June 17, 2022, 2:00 PM CT
Opening:	June 17, 2022, 2:30 PM CT
Anticipated Date of the Notice of Intent to Award:	June 22, 2022

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

SECTION 3 - MDHS CONTACT AND QUESTIONS/REQUESTS FOR CLARIFICATION

Questions regarding this RFQ shall be submitted in writing by e-mail to Jennifer Austin, Procurement Officer at Procurement.Services@mdhs.ms.gov. Verbal questions will NOT be accepted. Questions will be answered via response email to all firms that provide questions by the above required date; accordingly, questions shall NOT contain proprietary or classified information. The MDHS does not guarantee that questions received after the deadline reflected in **Section 2 - Timeline** will be answered.

When submitting questions and requests for clarifications, “RFQ No. 20220517 TMRS, TANF Medical Review Services Questions” should be the subject for the email. Question submittals should include a reference to the applicable RFQ section and be submitted in the format shown

below:

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

The MDHS, as the procuring agency, reserves the right to meet (or hold conference calls) with RFQ respondents to provide answers to any inquiries raised by firms responding to this RFQ. Such discussions would only be intended to obtaining further clarification of provided responses.

Should an amendment to the RFQ be issued, it will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the MDHS website (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 response packet, 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 responses as reflected in **Section 2 - Timeline**. It is the respondent's sole responsibility to monitor the websites for any updates or amendments to the RFQ.

This RFQ, questions, requests for clarification, answers, and the Notice of Intent to Award will be published on the Mississippi Contract/Procurement Opportunity Search Portal and the MDHS website (<http://www.mdhs.ms.gov>) in a manner that all respondents will be able to view by the dates reflected in **Section 2 - Timeline**.

SECTION 4 – SCOPE OF SERVICES

The following is a preliminary scope of services to serve as a guide in responding to the RFQ. The Contractor shall perform and render the following services:

- The Contractor will serve as a State Reviewing Physician and agrees to review all medical and social information reports, including appeal cases on which he/she has not made an original decision, in order to decide eligibility on the incapacity factor for TANF and eligibility for exemption from the TANF Work Program. The time and place for carrying out these review and decision making duties are left at the discretion of the physician, except that all reviews submitted to the State Reviewing Physician shall be completed by the end of the agreement. The transmission of reports between MDHS and the physician's office or other designated place is provided by the MDHS. In order for Federal requirements to be met concerning standards of promptness in processing applications, the physician must return the decision to the MDHS within five (5) days from the date a medical request is received.
- The State Reviewing Physician, in reviewing reports, will recommend referrals for persons needing treatment or rehabilitation services or when additional information is needed in order to establish eligibility.

- The State Reviewing Physician, in reviewing reports, will determine whether the individual is eligible for exemption from the TANF Work Program or is able to participate in any of the allowable TANF Work Program activities. If it is determined the individual is able to participate in the TANF Work Program, the physician will recommend the type(s) of activity, along with any limitations.
- The State Reviewing Physician agrees to come to the MDHS offices as scheduled for conferences to handle special and problem cases and to reconcile conflicting decisions between the physician and the MDHS' incapacity specialist as often as the MDHS deems necessary.
- Staff of the Division of Economic Assistance Eligibility will monitor all work assigned to Contractor to assure timeliness and completeness of work.

SECTION 5 – DURATION

The anticipated term of the contract shall begin on July 15, 2022, and end on July 14, 2023. The contract may be renewed at the discretion of MDHS upon written notice to Contractor at least thirty (30) days prior to each contract anniversary date for a period of four (4) successive, one-year periods, under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed four (4).

Renewal years are subject to the needs of the MDHS, as well as the availability and appropriation of funds. The Chief Procurement Officer shall notify the Contractor, on a timely basis, that funds are or are not available for the continuation of the contract for each succeeding fiscal period. However, this does not affect either the State's rights or the Contractor's rights under any termination clause in the contract. The prices for compensation of services shall remain the same throughout the life of the contract.

SECTION 6 – REGISTRATION WITH MISSISSIPPI SECRETARY OF STATE

By submitting a response, the respondent certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

SECTION 7 - DEBARMENT

By submitting a response, the respondent certifies that it is not currently debarred from submitting responses (ex. bids, quotes, 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 responses 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 RFQ as **Attachment B**. **Attachment B** shall be received by MDHS, in the response packet submitted by the respondent, no later than 2:00 PM CT, on June 17, 2022. MDHS reserves the right to deem any

response packet not containing an executed MDHS Debarment Verification Form, as non-responsive to the RFQ.

SECTION 8 – INSURANCE

The successful vendor 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 insurance will provide coverage to the MDHS as an additional insured. The MDHS reserves the right to request certificates of insurance regarding the required coverage from the insurance carrier(s). Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance. The vendor 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.

SECTION 9 - MINIMUM QUALIFICATIONS TO BE DEEMED RESPONSIBLE:

9.1 Responsive Respondent

Respondent must submit a response which conforms in all material respects to this RFQ No. 20220517 TMRS as determined by the MDHS.

9.2 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 the MDHS.

9.3 Written Responses Shall Contain the Following Minimum Information:

- 1) Name of respondent; location of respondent's principal place of business; and if different, the proposed place of performance for these services;
- 2) Age of business and average number of employees over the past three (3) years;
- 3) Abilities, qualifications, including licenses, certifications, education, skills, and experience of all individuals that the respondent would assign to provide these required services. All individuals anticipated to work on this project in accordance with this contract, if awarded, must submit a current resume with the response packet.
- 4) Listing of at least three (3), but no more than five (5) projects/contracts within the past five (5) years under which the respondent provided a State Medical Review, or related physician reviewing services of similar size, scope, or complexity to the required services described herein;

SECTION 10 – PREFERRED QUALIFICATIONS/EXPERIENCE

It is highly desirable that respondents have the following experience and knowledge prior to the submission deadline:

- 1) Experience in reviewing medical records, documents, or applications;
- 2) Experience in working with state and/or federal compliance and reporting requirements: and

- 3) Current medical license and/or any other applicable license or certifications.

SECTION 11 - EVALUATION PROCEDURE

11.1 Evaluation Factors

Respondents must be both responsive and responsible for its response to be considered by the MDHS for evaluation and/or award. Responsive respondents will be evaluated based on the combined qualifications and experiences, as detailed in the respondent’s submitted response.

Responsive respondents will be evaluated and scored as follows:

EVALUATION FACTOR	PERCENTAGE
<u>Cost (Price) (Section 1.1)</u>	40%
<u>Management (Section 9.3)</u> <ul style="list-style-type: none"> • Interview or Performance Evaluation 	30%
<u>Management</u> <ul style="list-style-type: none"> • Work History and Experience 	30%
<u>TOTAL</u>	100%

SECTION 12 - SUBMISSION REQUIREMENTS

- 12.1** The original and one electronic copy of the response shall be signed and submitted via hand-delivery or mail. The response must be in a sealed envelope or packet labeled as described in **Section 12.6**, and delivered to 200 South Lamar Street, Jackson, Mississippi 39201, no later than the deadline in **Section 2 - Timeline**. The thumb drive containing the electronic copy of the response 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.
- 12.2** Timely submission of the response is the responsibility of the respondent. Responses received after the specified time may not be considered by the MDHS.
- 12.3** The time and date of receipt will be indicated on the envelope or packet by the MDHS staff.
- 12.4** The respondent should CLEARLY mark any and all pages of the response considered to

be proprietary information which may remain confidential in accordance with Mississippi Code Annotated §§ 25-61-9 *et. seq.* 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 RFQ as **Attachment C**.

12.5 Responses submitted via facsimile (faxes) or e-mail **will not** be accepted.

12.6 Sealed responses should be mailed or hand-delivered to and labeled as follows:

RFQ No. 20220517 TMRS
Opening Date: June 17, 2022, 2:30 PM CT
Mississippi Department of Human Services
Division of Procurement Services
Attention: Jennifer Austin
200 South Lamar Street
Jackson, Mississippi 39201
SEALED BID – DO NOT OPEN

12.7 All responses **MUST** be in writing.

12.8 All submissions become the MDHS property and will not be returned.

SECTION 13 - SUBMISSION FORMAT

The response must be sealed and labeled per **Section 12.6**. The Response Packet shall include, at a minimum, the following documents, signed, completed, and ordered as listed below:

- Cover Sheet with Authorization and Acknowledgement, as well as Certifications and Assurances (**Attachment A**) – The TANF Medical Reviewing Physician Services Contract Rate **MUST** be accepted as indicated by the applicant’s signature. Failure to complete and/or sign this form may result in the individual being determined nonresponsive.
- Debarment Verification Form (**Attachment B**)
- Proprietary Information Form (**Attachment C**)
- Request for Qualifications Exception Summary Form (**Attachment D**)
- Questionnaire (**Attachment G**)
- Personnel Documentation (Resume(s), Curricula Vitae, Work History etc.)
- Copies of applicable Certification(s), Licensure(s), and Diploma(s)
- Mississippi Secretary of State Registration, if applicable (Refer to **Section 6**)
- E-Verify Information, if applicable (Refer to **Section 5 of Attachment E**)
- Insurance Documentation, if applicable (Refer to **Section 8**)

This list may not be all inclusive. Respondents shall read and follow instructions in this solicitation. It is the sole responsibility of the respondent to submit all requested documents with response.

SECTION 14 – AWARD

The contract will be awarded by written notice, according to the given Timeline, to the highest ranked respondent whose statement of qualification meets the requirements and criteria set forth in this RFQ.

14.1 Notification

All participating vendors will be notified of the MDHS's intent to award a contract. The MDHS will identify the selected vendor, and notice of the award is also made available to the public. The award of a contract does not mean that the other responses submitted lacked merit; but with all factors considered, the selected Response was deemed to provide the best qualification or be the most advantageous to the State of Mississippi.

SECTION 15 - DEBRIEFING AND PROTEST

15.1 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.

15.2 Protests

Any actual or prospective respondent or contractor who is aggrieved in connection with this solicitation or the outcome of the RFQ may file a protest with the Chief Procurement Officer, Samuel Cole. 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 Samuel Cole, 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.

SECTION 16 - CONDITIONING RESPONSE UPON OTHER AWARDS

Any response 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.

SECTION 17 - INFORMALITIES & IRREGULARITIES

The MDHS has the right to waive minor defects or variations of a bid 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 response for the MDHS to properly evaluate the response, the MDHS has the right to require such additional information as it may deem necessary after the time set for receipt of responses, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

SECTION 18 - NONCONFORMING TERMS AND CONDITIONS

A Response that includes terms and conditions that do not conform to the terms and conditions of RFQ# 3140003087 is subject to rejection as non-responsive. The MDHS reserves the right to permit the respondent to withdraw non-conforming terms and conditions from its response prior to a determination by the MDHS of non-responsiveness based on the submission of non-conforming terms and conditions.

SECTION 19 - EXCEPTIONS

Respondents taking exception to any part or section of the solicitation shall indicate such exceptions on the RFQ 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 responses, unless specifically allowed, shall be subject to rejection in whole or in part. The response must contain a high degree of acceptance of contract terms and conditions listed in **Attachments E and F** of this RFQ.

SECTION 20 - REQUIRED CONTRACT TERMS AND CONDITIONS

Any contract entered into between the MDHS and a vendor/respondent pursuant to this RFQ shall include the required clauses found in **Attachment E**. The MDHS discourages exceptions from these required clauses. Such exceptions may cause a response to be rejected as non-responsive. Responses which condition the response based upon the State accepting other terms and conditions not found in the RFQ, or which take exception to the State's terms and conditions, may be found non-responsive, and no further consideration of the response will be given.

SECTION 21 - OPTIONAL CONTRACT TERMS AND CONDITIONS

Any contract entered into between the MDHS and a vendor/respondent pursuant to this RFQ may have, at the discretion of the MDHS, the optional clauses found in **Attachment F**. The MDHS

discourages exceptions from these optional clauses. Such exceptions may cause a response to be rejected as non-responsive. Responses which condition the response based upon the State accepting other terms and conditions not found in the RFQ, or which take exception to the State's terms and conditions, may be found non-responsive, and no further consideration of the response will be given.

SECTION 22 - ATTACHMENTS

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

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ATTACHMENT A
COVER SHEET WITH AUTHORIZATION AND ACKNOWLEDGEMENT *and*
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 _____

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 Qualifications and the attachments hereto;
2. That the company meets all requirements and acknowledges all certifications contained in this Request for Qualifications and the attachments hereto;
3. That the company agrees to all provisions of this RFQ and the attachments thereto including, but not limited to, the Required and Optional Clauses to be included in any contract resulting from this RFQ (Attachments E and F);
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 RFQ.
7. **NON-DEBARMENT:** By submitting a response, the respondent certifies that it is not currently debarred from submitting responses 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 responses 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 response.
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 response, 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 response 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 response being rejected as nonresponsive. Modifications or additions to any portion of this document may be cause for rejection of the response.

**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
RFQ EXCEPTION(S) SUMMARY FORM**

List and clearly explain any exceptions, for all RFQ 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 responses, unless specifically allowed, shall be subject to rejection in whole or in part.

RFQ Reference	Respondent Response 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 response where exception is explained)	(Short description of exception being made)	
1			
2			
3			
4			
5			
6			
7			

Signature of Authorized Official/ Title
(No stamped signature)

Date

ATTACHMENT E
REQUIRED CLAUSES RESULTING FROM THIS RFQ

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. 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.

3. 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.

4. 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.*

5. 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.

6. 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.

7. 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.

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. 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. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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 F
OPTIONAL CLAUSES RESULTING FROM THIS RFQ

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 Qualifications [number] and any amendments and Best and Final Offers (as applicable) (hereinafter referred to as RFQ, and the response dated [date] by [CONTRACTOR NAME] (hereinafter referred to as Response). 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 RFQ and, if still unresolved, by reference to the Response. Omission of any term or obligation from this agreement or RFQ or Response 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. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. Requirements Contract. During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that 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.

35. Disputes. Any dispute concerning a question of fact under this Contract which is not disposed of by agreement shall be decided by the MDHS Compliance Officer of MDHS. 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 MDHS Compliance Officer of MDHS. 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 G
QUESTIONNAIRE**

Please answer the following questions regarding your firm and employees (attach additional pages if necessary):

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation.

Has your company or its partners ever been involved in any litigation concerning its business or practices? If yes, please explain. List each incident separately, and state the year(s) involved in the litigation, a summary of the litigation, and the outcome/resolution.

Is your company currently for sale or otherwise involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms.

Does your company have any information on relationship and/or activities that might present a conflict of interest to the State?

Is your company licensed and/or certified to provide all of the services as requested, according to any and all applicable federal and state law(s)?

Has your company had any prior experience providing these services for any State of Mississippi agencies? If yes, please list the agencies and make sure all state agency contacts are listed.

Do you have any additional information which you feel would be of assistance in evaluating your company's ability to provide the requested services?

Signature of Authorized Official
(No stamped signature)

Date