

MISSISSIPPI STATE HOSPITAL

P.O. BOX 157-A, WHITFIELD, MS 39193

(601) 351-8000

WWW.MSH.STATE.MS.US

James G. Chastain, *FACHE*
Director

Amendment No. 2 to RFP: 01.22.2025.488 (WASTE MANAGEMENT SERVICES)

RFX: 3120003031

January 14, 2025

All Prospective Offerors:

Reference is made to our request for proposal (RFP), 01.22.2025.488 for waste management services, dated December 13, 2024. This letter will acknowledge that the RFP is modified and superseded by the following change in terms, conditions and specifications:

1. Change: All offerors shall understand that Attachment – A is changed to show the service days for building 48NH to be Monday, Wednesday, and Friday (MWF).

In the event that any provision of this first amendment conflicts in whole or in part with any of the terms, conditions, or specifications of the request for proposal, the provisions of this first amendment will control. The effective date of this amendment is January 14, 2025.

All other terms, conditions, and specifications of this solicitation remain unchanged.

Proposal Opening Date and Time: January 22, 2025 at 3:00 P.M. CST

Issued By: H.L. Lockhart/Purchasing Chief – (601) 351-8056

Acknowledgment

This amendment must be signed and returned with your proposal, or otherwise acknowledged prior to the opening date and time shown above. If you have already submitted your proposal and need to make corrections, submit a corrected proposal with this amendment prior to the opening date and time shown above.

Company Name

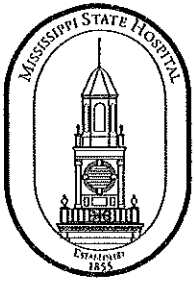
Signature

Title

Date

A FACILITY OF THE MISSISSIPPI DEPARTMENT OF MENTAL HEALTH

ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS



MISSISSIPPI STATE HOSPITAL

P.O. BOX 157-A, WHITFIELD, MS 39193

(601) 351-8000

WWW.MSH.STATE.MS.US

James G. Chastain, FACHE
Director

Amendment No. 1 to RFP: 01.22.2025.488 (WASTE MANAGEMENT SERVICES)

RFX: 3120003031

DECEMBER 20, 2024

All Prospective Offerors:

Reference is made to our request for proposal (RFP), 01.22.2025.488 for waste management services, dated December 13, 2024. This letter will acknowledge that the RFP is modified and superseded by the following change in terms, conditions and specifications:

1. Change: All offerors shall understand that paragraph 7.1(O) is changed from 3-102.09.2 to 6.8.2 as the reference source for standards of responsibilities.

In the event that any provision of this first amendment conflicts in whole or in part with any of the terms, conditions, or specifications of the request for proposal, the provisions of this first amendment will control. The effective date of this amendment is December 20, 2024.

All other terms, conditions, and specifications of this solicitation remain unchanged.

Proposal Opening Date and Time: January 22, 2025 at 3:00 P.M. CST

Issued By: H.L. Lockhart/Purchasing Chief – (601) 351-8056

Acknowledgment

This amendment must be signed and returned with your proposal, or otherwise acknowledged prior to the opening date and time shown above. If you have already submitted your proposal and need to make corrections, submit a corrected proposal with this amendment prior to the opening date and time shown above.

Company Name

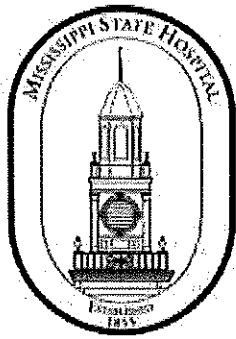
Signature

Title

Date

A FACILITY OF THE MISSISSIPPI DEPARTMENT OF MENTAL HEALTH

ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS



REQUEST FOR PROPOSALS

RFP: 01.22.2025.488 (RFX - 3120003031)

TO PROVIDE: FOR THE PROCUREMENT OF WASTE MANAGEMENT SERVICES

ISSUE DATE: 12/13/2024

CLOSING LOCATION

Mississippi State Hospital - Building 93
3550 Hwy 468 West/P.O. Box 157-A
Whitfield, MS 38913

PROCUREMENT COORDINATOR

H.L. Lockhart/Purchasing Chief
Telephone: (601) 351-8056
Fax: (601) 351-8034
E-Mail: Lockhhl@msh.ms.gov

TECHNICAL COORDINATOR

TIFFANY JEFFERSON/ENVIRONMENTAL SERVICES DIRECTOR
Telephone: (601) 351-8506
E-Mail: Tiffany.Jefferson@msh.ms.gov

CLOSING DATE AND TIME

Proposals must be received by 3:00 p.m. (CST) on January 22, 2025

WASTE MANAGEMENT SERVICES RFP: No. 01.22.2025.488 (RFX: 3120003031)
Mississippi State Hospital
3550 Hwy 468 West/P.O. Box 157-A
Whitfield, MS 39193
December 13, 2024

1. General Information

- 1.1 In accordance with 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 St. – Suite 701E, Jackson, Mississippi, 39201 for inspection or downloadable at www.dfa.ms.gov. Mississippi State Hospital (MSH) will receive written sealed proposals for the waste management services described in the following specifications. Contractor shall understand that any eventual contract resulting from this Request For Proposals, shall be governed by the above applicable Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. Any Offeror responding to a solicitation for personal and professional services and any contractor doing business with a state agency is deemed to be on notice of all requirements therein.
- 1.2 Written sealed **initial** proposals must be received not later than 3:00 P.M. (Central Time) on **Wednesday, January 22, 2025**. **Final and Best** written and sealed proposals, if required, will be submitted on a date following the initial opening which will be determined and communicated to all offerors submitting an initial proposal . Proposals should be hand delivered to Building 93, Central Warehouse or by mail delivery at P.O. Box 157-A, 3550 Hwy 468 West, Whitfield, MS 39193. Any proposal received after the time and date set for receipt of proposals is late. Any withdrawal or modification of a proposal received after the time and date set for opening of proposals at the place designated for opening is late. No late proposal, late modification, or late withdrawal will be considered unless receipt would have been timely but for the action of State Personnel directly serving Mississippi State Hospital. Offerors submitting late proposals, which shall not be considered for award, shall be so notified as practicable.
- 1.3 The Request For Proposal (RFP) coordinator is as listed below and any questions concerning the RFP document or the RFP process should be submitted to him in writing:
- H.L. Lockhart/Purchasing Chief
3550 Hwy 468 West/P.O. Box 157-A
Whitfield, MS 39193
(601) 351-8056/Phone
(601) 351-8034/Fax
lockhhl@msh.state.ms.us/Email

- 1.4 Offerors shall contact the RFP Coordinator to set up an appointment for on-site visits. Every Offeror shall have the responsibility to inspect proposed work sites prior to submitting a proposal. It shall be understood that site visits do not constitute a pre-bid conference and that any questions will have to be submitted in writing by the assigned deadline.
- 1.5 If for any reason you cannot submit a proposal, it would be appreciated, for the record, if you would send us written notice stating reason for no proposal.
- 1.6 The term of the awarded contract shall be for a **four (4) years with the option to renew the contract for one (1) additional year** for the services as specified in this request for proposal. The estimated start date for this contract shall be **May 1, 2025** and final end date is projected to be **April 30, 2030**.
- 1.7 Tie Proposals. Low tie proposals shall be awarded as specified in paragraph 5.5.8 of the Mississippi Office of Personal Service Contract Review Procurement Rules and Regulations.
- 1.8 Mistakes In Proposals. Mistakes in proposals submitted shall be determined and resolved as specified in paragraph 6.7.3.7 of the Mississippi Office of Personal Services Contract Review Procurement Rules and Regulations.
- 1.9 Proposal Modification And Withdrawal. Proposals may be modified or withdrawn by written notice received in the MSH Purchasing Office prior to the time and date set for proposal opening in accordance with chapter 6 of the Mississippi Office of Personal Services Contract Review Procurement Rules and Regulations.

2. Purpose/Background/Scope

2.1 Purpose

The Mississippi State Hospital seeks to contract with one vendor to provide professional waste management services, which comply with all applicable regulations to include federal, state, local, DOT and EPA, for the MSH main campus. The successful contractor shall expect to provide front end loader services along with construction roll off dumpster service and residential curbside service for the MSH main campus located at 3550 Hwy 468 West, Whitfield, MS 39193.

2.2 Background.

A. MSH is a large psychiatric hospital and is the largest facility operated by the Mississippi State Department of Mental Health. It is located about fifteen miles southeast of Jackson, Mississippi and directly south of the Jackson International Airport on County Road 468.

- B. MSH was completed in 1935. The hospital complex was built on the cottage plan and occupies 350 acres. It includes over 130 buildings including staff residences. Patients are housed in approximately 15 buildings on the MSH campus.
- C. MSH has an average daily census of 400 Psychiatric patients and a daily average census of 179 nursing home patients.
- D. All divisions of MSH are accredited by the Joint Commission (JC).
- E. The operational divisions of MSH are acute care, nursing home, child and adolescent psychiatric, and adult psychiatric.

2.3 Scope.

- A. The successful offeror will provide waste management services for the entire MSH campus to include residential housing units.
- B. MSH is a large generator of general waste and moderate generator of construction wastes.
- C. Services will include collection, containment, transport, tracking and disposal of general solid wastes. Offeror will also be required to provide consulting services and training services for waste management.
- D. MSH will have thirty three 34 front end loader dumpster containers, and two 2 construction dumpsters, on the main campus. MSH also will have twenty six 26 residential curbside pick up containers on the main campus.

2.4 Place of Performance.

Vendor shall provide services on the MSH main campus located at 3550 Hwy 468 West, Whitfield, Mississippi 39193.

2.5 Period of Performance.

Vendor shall provide required services for a period of 5 years beginning on approximately **May 1, 2025** and ending approximately **April 30, 2030**, including the the optional renewal year.

3. Definitions

- 3.1 RFP - Request for proposal
- 3.2 Offeror - An individual or company that submits or intends to submit a proposal in response to this "Request for Proposal"
- 3.3 MSH/Hospital - Mississippi State Hospital
- 3.4 JC - Joint Commission
- 3.5 Must/Mandatory/Required - A requirement that must be met in order for a proposal to receive consideration
- 3.6 Contract - The written agreement resulting from this "Request for Proposal" executed by MSH and the contractor

- 3.7 Solicitation - The request for proposal or any part thereof.
- 3.8 Contractor - An individual or company with which a written agreement is executed.
- 3.9 DOT - Department of Transportation
- 3.10 EPA - Environmental Protection Agency
- 3.11 OPSCR – Office of Personal Service Contract Review
- 3.12 PPRB – Public Procurement Review Board

4. Terms and Conditions

- 4.1 It is the intent of MSH to procure professional waste management services for the types and quantities listed in this request for proposal, however quantities may be increased or decreased accordingly if the needs of MSH require such a change. Contract awards shall be a requirement contract as defined by paragraph 14.2.2 of the Mississippi Office of Personal Service Contract Procurement Regulations and therefore quantities of MSH Service requirements will be considered indefinite, no specific quantity of services are guaranteed. MSH shall procure all waste management services, covered by this Invitation for Bid, from the awarded vendor, however MSH reserves the right to take bid separately if a particular quantity requirement arises which exceeds MSH's normal requirements or an amount specified herein this IFB. It shall be understood that MSH is exempted from procuring under the eventual contract when (1) services provided under this contract will not meet a nonrecurring, special need of MSH and (2) services are performed incidental to the State of Mississippi's own programs that can satisfy the need.
- 4.2 Failure to examine any drawings, specifications, and instructions will be at offeror's risk. It shall be incumbent upon the offeror to understand the specifications.
- 4.3 If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a contact person, offerors are cautioned that any oral or written representation made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the MSH RFP Coordinator. For determination as to whether any representation made requires that an amendment be issued, contact the RFP Coordinator. The deadline for questions/clarifications concerning the request for proposal document or proposal procedures must be received, in writing, by the MSH RFP Coordinator not later than **January 6, 2025**.
- 4.4 It is the intent of the specifications to obtain a product and/or service that will adequately meet the needs of the user while promoting the greatest extent of competition that is practicable. It is the responsibility of the prospective offeror to notify Mississippi State Hospital if the specifications, terms or conditions are formulated in a manner that would unnecessarily restrict competition. Any Offeror

can submit a request for reconsideration of the terms and conditions of the solicitation in accordance with OPSCR Rules and Regulations at paragraph 6.5.4.

- 4.5 The minimum specifications stated herein are used to set a standard and in no case are used with the intention to discriminate against any prospective offeror. Offerors should submit detailed descriptions, manufacturer names, models and literature of the product and services they propose to furnish.
- 4.6 Only one proposal, per line item, per offeror. This means that only a single proposal will be accepted from each offeror for each line item requested. Alternate proposals unless specifically requested will not be considered.
- 4.7 Prices proposed shall be firm **fixed prices that shall be firm for the entire term** of the contract. Adjustments will only be allowed for additional services being added by MSH or services being discontinued by MSH at the same fixed unit prices as originally offered and accepted. No other price adjustments will be allowed during the term of the contract.
- 4.8 Invoices are to be billed to:
- Mississippi State Hospital
P.O. Box 157-A
Whitfield, MS 39193
Attn: Accounts Payable
- 4.9 No proposal shall be altered or amended after the final specified time for opening proposals. Request for proposals and modifications or corrections thereof received after the final closing time specified will not be considered.
- 4.10 No proposal amendment will be issued within a period of five (5) working days prior to the time and date set for a proposal opening. Should it become necessary to issue an amendment within the five (5) day period prior to a proposal opening, the proposal opening date will be reset giving offerors sufficient time to answer the amendment.
- 4.11 Offerors shall acknowledge, in writing, receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter for every amendment issued by MSH. The acknowledgment must be received by the Mississippi State Hospital by the time and at the place specified for receipt of proposals.
- 4.12 If purchase orders or contracts are canceled because of the awarded offeror's failure to perform or request for an unspecified price increase, that vendor shall be removed from future consideration of contracts per Chapter 15 of the MS Office of Personal

Services Contract Review Rules and Regulations.

- 4.13 The offeror understands that Mississippi State Hospital is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services.
- 4.14 It is expressly understood and agreed that the obligation of MSH to proceed under any eventual agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at anytime, not forthcoming or insufficient, regardless of the source of funding, MSH shall have the right upon ten (10) business days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to MSH of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- 4.15 Mississippi State Hospital reserves the right, in accordance with MS Office of Personal Services Rules and Regulations paragraph 6.10, to reject any and all proposals in whole or in part and to award items, parts of items or by any group of items on the proposal. MSH also reserves the right to cancel the solicitation in whole or in part when it is determined that such action is in the best interest of MSH. If the offeror fails to state the time within which proposals must be accepted, it is understood and agreed that Mississippi State Hospital shall have **sixty (60) days** from the proposal opening day to accept and issue an intent to award.
- 4.16 It is the intent of MSH to procure only the products and services that meet the minimum standards stated herein. Alternates will be considered only if deviations to those standards are fully substantiated and submitted by potentially responsive sources denoting their equality to standards proposed, along with adequate documentation; including specifications, and construction/design details along with proposal for evaluation and approval.
- 4.17 All products and services proposed must equal or exceed specifications listed. The absence of detail specifications or the omission of detail description shall be recognized as meaning only the best commercial practices are to prevail and that only first quality services, materials and workmanship are to be used. All equipment proposed, if applicable, shall be new and of current production, latest design and construction.
- 4.18 Proposal openings will not be conducted open to the public. They will serve only to open the proposals. No discussion will be entered into with any vendor as to the

quality or provisions of the specifications, and no award will be made either stated or implied at the proposal opening.

- 4.19 The successful offeror will ensure that any written material prepared by the offeror in response to any eventual agreement shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved by the designated MSH Project Officer, and shall be submitted in a draft form for advance review and comment by the project officer. The cost of correcting grammatical errors or other revisions required to bring written materials into compliance with the solicitation requirements shall be borne by the successful offeror. This requirement applies to written material (reports, letters, and memos) produced by the successful offeror after an award has been made and an agreement has been executed.
- 4.20 The successful offeror will, upon termination of agreement, on the date agreed upon by both parties, disconnect, disassemble, crate, insure and ship all owned equipment, covered by any eventual agreement, to a destination designated by the owner at no cost or expense to Mississippi State Hospital.
- 4.21 All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the Public Procurement Review Board of Office of Personal Service Contract Review Rules and Regulations.
- 4.22 The offeror should mark any and all pages of the proposal considered to be proprietary information. Any pages not marked accordingly will be subject to review by the general public after award of the contract. Request to review the proprietary information will be handled in accordance with applicable legal procedures. Section 25-61-1 through 25-61-19 and 75-26-1 through 75-26-19 and 79-23-1 of the Mississippi Code shall be used in determining proper procedures for this paragraph.
- 4.23 The offeror agrees that submission of a signed proposal form is certification that the offeror will accept an award made to it as a result of the submission.
- 4.24 Before submitting a proposal, each offeror shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by MSH upon which the offeror will rely. If the offeror receives an award as a result of its submission, failure to have made such investigations and examinations will in no way relieve the offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contract for additional compensation.
- 4.25 MSH may conduct discussions with Offerors after initial proposals are classified.

Those Offerors that submit proposals that are classified as acceptable or potentially acceptable may be scheduled for discussion or MSH may chose to accept proposals without discussions. Discussions will be held to promote understanding of MSH requirements and the Offeror's proposal, facilitate arriving at a contract that will be most advantageous to MSH taking into consideration established evaluation factors; and to determine in greater detail Offeror's qualifications.

- 4.26 Mississippi State Hospital shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project services covered by the agreement resulting from this RFP, except for the Offeror's internal administrative and quality assurance files and internal project correspondence. The Offeror shall deliver such documents and work papers to MSH upon termination or completion of agreement. The foregoing notwithstanding, the Offeror shall be entitled to retain a set of such work papers for its files. Offeror shall be entitled to use such work papers only after receiving written permission from MSH and subject to any copyright protections.
- 4.27 Offerors taking exception to any part or section of the solicitation (RFP) shall indicate such exceptions in their proposal. Failure to indicate any exception will be interpreted as the Offeror's intent to fully comply with the requirements as written. Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.
- 4.28 Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of MSH subject to approval by any agencies of the United States Government. 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: (1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Review Board Office of Personal Service Contract Review Rules and Regulations (2) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi; or (3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by MSH due to contract cancellation or loss of license or permit to do business in the State.
- 4.29 The contract shall be governed by and construed in accordance with 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 Mississippi.
- 4.30 MSH may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for period of time specified by MSH.

Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to MSH. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless MSH has terminated that part of the agreement or terminated the agreement in its entirety. MSH is not liable for payment of services which were not rendered due to the stop work order.

- 4.31 Offerors shall understand that Mississippi State Hospital became a tobacco-free facility, effective June 30, 2008. The use of tobacco products by patients, residents (admitted after March 1, 2008), employees, visitors, vendors and contractual staff is prohibited.
- 4.32 Offerors shall be registered with the Mississippi Secretary of State's Office as a Business Provider in good standing to provide services in the State of Mississippi per MS State Code 79-4-15.01.
- 4.33 It is understood that if this contract requires approval by the Public Procurement Review Board ("PPRB") and/or the Department of Finance and Administration Office of Personal Service Contract Review ("OPSCR"), and this contract is not approved by PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
- 4.34 Offerors must be registered as a vendor with Mississippi's Accountability System for Government Information and Collaboration (MAGIC) prior to submission of an initial proposal. **Offerors may go on line at mash.dfa.state.ms.us or call (601) 359-1343 for assistance with registering in Magic or submitting a proposal through the Magic system. MSH requires that Offerors submit a proposal on line through Magic and also submit a paper copy directly to MSH.**
- 4.35 Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated 25-61-9. The contract shall be posted publicly on [www. Transparency.ms.gov](http://www.Transparency.ms.gov) and shall be available at the Agency for examination, inspection, or reproduction by the public. The Offeror acknowledges and agrees that MSH and this contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated 25-61-1, et seq. and its exceptions, Mississippi Code Annotated 79-23-1, and the Mississippi Accountability and Transparency Act of 2008, codified at Mississippi Code Annotated 27-104-151, et seq.
- 4.36 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.

- 4.37 An offeror, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. Mail or electronic submission in accordance with paragraph 6.9.2 of the MS Office of Personal Services Contract Review Rules and Regulations.
- 4.38 In addition to a complete unredacted version of the proposal, the bidder shall also submit a copy of the proposal with all information the offeror considered to be proprietary information to include commercial and financial information and/or trade secrets redacted in black. 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 set forth in Mississippi state code sections 25-61-9, 75-26-1, 75-26-19 and 79-23-1. Offeror acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Regulations if Mississippi State Hospital or the MS Public Procurement Review Board (PPRB) determine redactions were made in bad faith in order to prohibit public access to portions of the proposal which are not subject to Mississippi Code cited earlier in this paragraph. Offeror acknowledges and agrees that Mississippi State Hospital may release the redacted copy of the proposal document at any time as a public record without further notice to the offeror. An Offeror who selects this option but fails to submit a redacted copy of its proposal may be deemed non-responsive.
- 4.39 All Offerors, who respond to the request for proposals, shall have an opportunity to request reconsideration of the intent to award as specified in OPSCR Rule and Regulation 6.9.3.
- 4.40 Contractor shall comply with, an all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.
- 4.41 Contract rights do not vest in any party until a contract is legally executed. The Mississippi State Hospital is under no obligation to award a contract following issuance of this solicitation.
- 4.42 MSH has the right to waive minor defects or variations of a proposal for the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any offeror. If insufficient information is submitted by an offeror for MSH to properly evaluate the offeror, MSH has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery or performance time of the services being procured and such a request does not create an unfair advantage for any offeror.
- 4.43 Property rights do not inure to any offeror until such time as services have been provided under a legally executed contract. No party responding to this RFP has a legitimate claim of entitlement to be awarded a contract or the provision of work thereunder. MSH is under no obligation to award a contract and may terminate a legally executed contract at any time.
- 4.44 Termination for convenience. MSH may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. MSH shall give

written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligation in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

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

5. Insurance

- 5.1 The successful contractor must without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the contract term, Comprehensive General Liability Insurance in an amount not less than \$1,000,000.00 inclusive per occurrence insuring against bodily injury, personal injury and property damage. All required insurance will be endorsed to provide MSH with 30 days advance notice of cancellation or material change. The contractor must provide a Certificate of Insurance which is completed, certified by the original signature of an Insurance company authorized to do business in Mississippi. The Offeror shall provide and maintain required insurance without limiting its obligations or liabilities and at its own expense throughout the contract term. The contractor will provide the Certificate of Insurance, showing MSH as certificate holder under the contractor's general liability policy for work to be performed, within seven (7) working days after notice of MSH intent to award contract. The contractor shall also provide workman's compensation insurance, in an amount not less than the statutory minimum, on behalf of its employees and agents as required by all applicable laws. Contractor shall provide documentation of workman's compensation insurance within seven (7) working days of receiving notice of award. Contractor shall agree to hold harmless and indemnify MSH for any and all claims arising out of injury, disability, or death of any of the Contractor's employees or agents in the performance of this contract.

7. Service Requirements

- 7.1 Prepare a written proposal that will ensure that all solid general waste and construction waste at Mississippi State Hospital is collected, contained, transported, tracked (as applicable) and disposed in a manner that reduces environmental impact, is safe, is economical and complies with all applicable laws and regulations. The primary methods of collection shall be front end loader and curbside containers. The

written proposal should be such that it explains clearly and completely how the offeror will meet the following requirements:

- A. The proposed contractor agrees to remove all construction wastes and solid general wastes from Mississippi State Hospital to an approved(permitted and licensed) landfill or disposal site off and away from the MSH campus.
- B. The contractor will base charges for the solid general waste removal services on a firm fixed monthly charge based on the waste container size and pick up frequency.
- C. The proposed contractor will furnish all necessary labor, vehicles, equipment and material required to perform all required solid waste management services at MSH and meet the established collection schedule. Contractor will provide front end loader bins and construction waste bins.
- D. Contractor will maintain all contractor owned waste containers so that they are free from insects, vermin and offensive odors. All spillage of any material adjacent to containers which result from the lack of care, handling or dumping of containers will be cleaned up by the proposed contractor. Construction containers of an approved type, manufactured entirely of metal , capable of containing refuse, and preventing easy access by vermin or animals, will be furnished by the proposed contractor. Residential containers shall be heavy duty plastic with lids. It will be the responsibility of the proposed contractor to maintain, clean and disinfect the supplied containers complying with all existing requirements of federal, state, county and local health laws and regulations to include the replacement of any damaged or broken parts. All waste containers provided under this contract shall be designed for easy use, meet all applicable standards and/or regulations, and shall be approved by MSH prior to being placed at MSH.
- E. The MSH Environmental Services Department will contact the successful contractor when a contractor owned dumpster or container needs cleaning. The contractor will call the designated MSH representative within twenty four hours to schedule the date and time a dumpster will be cleaned. The contractor will inform the MSH designee when a dumpster has been cleaned as requested.
- F. The location of the waste containers, size of containers and frequency of waste pick up will be according to the attached schedule/ secondary pricing page (**Attachment - A**) which will be made a part of any contract. Vendor shall understand that MSH reserves the right to change container sizes, types, and pick up frequency as the needs of MSH require and pricing shall be adjusted accordingly based on individual line pricing shown in **Attachment - A**.
- G. The contractor will be responsible for all set up costs to include placement of dumpsters and other supplies or equipment needed to perform the services required by this RFP.
- H. The contractor will perform all services during the hours of 6:00 a.m. to 8:00 p.m. daily unless a change of these hours has been agreed upon and approved

- by the contractor and MSH. The contractor will perform these services in a manner to avoid inconvenience to hospital employees, residents or visitors.
- I. The contractor will maintain a regular (not less than twice each year) and systematic inspection of the services performed to assure that all services are conforming to contract terms. The contractor will make written recommendations to reduce program costs and/or improve execution of the contract by either party. Contractor will assign a representative to attend monthly Waste Management Committee meetings held on the MSH campus.
 - J. The proposed contractor will act as an independent contractor while performing the services required and will employ and direct his own personnel as required to include the securing of any and all permits. The proposed contractor will exercise full and complete authority over its personnel and will comply with all Workers Compensation, Employer Liability, General Liability Insurance and other federal, county, and municipal laws, ordinances, rules and regulations required of an employer to include the making of all reports and remitting all required withholdings from compensation.
 - K. The successful contractor will not change any pick up schedule without prior written approval of the designated MSH Officer. Contractor will provide advance notice of change to the designated MSH Officer no less than ten working days or within such time frame that is agreed upon by hospital and the contractor to allow adequate notice of and preparation by affected MSH parties.
 - L. Contractor shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the United States Government and any political subdivisions thereof, the State of Mississippi, or any County, Municipality, Board, Department, Commission, or political subdivision thereof, by reason of and directly connected with the performance of said contract or any part thereof as provided by any Federal Code, Mississippi Code or any applicable statute or other authority for the full duration of this contract.
 - M. Successful contractor will be required to provide a written report, in duplicate, which indicates the levels of program performance as measured against agreed upon performance measures/standards and program goals no later than the end of the sixth month after the start date of the agreement. The report will include any recommendations to improve MSH performance in waste management. The report will include, as applicable, summary charts and graphs to illustrate program status. A copy of the report will be made available to the Director of Housekeeping and the Director of Environmental Services.
 - N. Upon termination of the contract, vendor shall remove all vendor owned equipment, at no cost to MSH, and in a manner that is orderly and does not disrupt service to MSH and based on a time frame agreed upon by both parties.
 - O. Vendor shall minimally meet all standards of responsibility as stated at

paragraph 3-102.09.2 of the Mississippi Office of Personal Service Contract Review Rules and Regulations.

- P. Vendor shall understand that a pro-rated discount will be applied to applicable invoices when a scheduled pick up is missed and not made up as agreed upon by both parties in a timely manner.
- Q. Vendor shall provide pricing for curbside container services for the MSH main campus and staff housing. Pricing for 64 gallon containers should be based on one day of service. Please propose pricing as a monthly (lines 1 and 4) service total or per each flat rate pickup/drop off (lines 2 and 3) for each line item on **Attachment – C**. Pricing will also have to be submitted as an individual line item monthly (front end dumpsters and residential containers) or each flat rate (construction dumpsters) charge on **Attachment – A**.
- R. Vendor shall sign and return, with proposal, the Certifications and Assurances form provided as **Attachment – B**.

8. Proposal Format

- 8.1 All proposals submitted in response to this request shall be in writing.
- 8.2 Offeror shall submit proposal copies in individual binders/folders or report covers which contain subject divider tabs for each required section and pages shall be numbered.
- 8.3 Offerors must submit three (3) signed copies of the proposal in a **sealed** envelope with offeror's name and address on outside of envelope. Offeror must also write the time (3:00 p.m.), date of the proposal opening (**January 22, 2025** (Initial) or a date to be determined for best and final proposals, if required, proposal file number (**01.22.2025.488**), and proposal title (**Waste Management Services**) on the outside lower left corner of the envelope.
- 8.4 Offeror must submit summary pricing on the proposal pricing form provided in the proposal package as **Attachment – C**. Pricing shall be submitted as part of the initial proposal and the final proposal if required. Pricing submitted shall be fixed and firm for the entire contract period.
- 8.5 The following response format will be used for all submitted proposals:
 - A. Offeror must provide a **title page** showing RFP number, offeror's name and address, offeror's telephone number, offeror's principal place of business, and name of offeror's primary contact person.
 - B. A **cover letter** of introduction signed by the person or persons authorized to sign on behalf of, and bind the offeror to, statements made in the proposal.
 - C. **Table of contents** including page numbers.
 - D. A detailed plan describing how the services will be provided. Offeror should discuss any needed company expansion that would be required to handle the

- services.
- E. Offeror must describe successful **experience** in providing the required waste management services. Offeror shall include documentation of successful management and consulting experience in a public sector facility environment, similar in size and scope to those required in this RFP over the most recent five (5) year period (Offeror shall state actual number of years).
 - F. Offeror will provide at least **three (3) references** for contracts to provide services of similar size and scope to those specified in this RFP, which are within the most recent five (5) year period. Offeror shall include those projects that involved a large public entity or healthcare facility. References shall include the name referenced organization, telephone number and name of a person most familiar with the Offeror's performance under the cited contract and the date service was last provided.
 - G. Offeror shall state the age of their business and the average number of employees over the most recent five (5) year period. Offeror shall also list their principals (which shall be understood to be anyone with major ownership rights and/or major management responsibilities within the company), parent organizations, and subsidiary organizations.
 - H. Offeror shall provide a brief resume, citing abilities, qualifications and experience, of all personnel who would be assigned to provide the required services. Offeror should describe planned duties and responsibilities of each person.
 - I. Offeror shall also include a brief resume of experience of key members of the Offeror's company to include information about worked performed with public entities and/or healthcare facilities.
 - J. Offeror shall include a copy of the most recent financial statement and/or audit report with proposal.
 - K. Offeror must indicate any **exceptions** to the terms and conditions, insurance requirements, and any other requirements in the RFP. Offeror shall understand, however, that such exception may cause their proposal not to be considered for an award.
 - L. Offeror should provide any **additional information** determined to be beneficial in the evaluation of Offeror's response.
 - M. Offeror should use the summary **pricing form (Attachment – C)** provided to show proposed costs to provide services. Pricing provided in the initial proposal is subject to negotiation if Offeror's proposal is determined to be acceptable. Revised pricing may be submitted, by the Offeror in their final proposal if a final proposal is required by MSH.

9. Evaluation Procedures

- 9.1 Initial proposals will be evaluated and classified into one of three categories for the purpose of holding discussions, if required, with offerors. Those categories are acceptable, potentially acceptable, and unacceptable. This evaluation will be based on minimum mandatory criteria that all proposals must meet in order to receive

further consideration (See paragraph – 10). Contractor who submit proposals determined to be unacceptable will be notified, in writing, promptly and the notice will include the reason(s) for the proposal being declared unacceptable.

- 9.2 After initial proposals are categorized those Offerors that have submitted proposals that are reasonably susceptible of being selected for award may be scheduled for discussions for the purpose of promoting understanding of MSH requirements and Offeror's proposal, facilitate arriving at a contract that will be most advantageous to MSH taking into consideration established evaluation factors; and to determine in greater detail Offeror's qualifications. MSH may choose to accept proposals without further discussion. Offerors shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after initial submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.
- 9.3 Proposals determined to be acceptable shall be evaluated against weighted criteria to determine if the proposals meet the needs of MSH. The evaluation will be conducted, minimally, by a committee of three (3) MSH employees. Each Committee member will use the designated rating form to rate each offeror using the consensus method and then a cumulative total of overall ratings will be taken to determine a final score and the vendor with the overall highest rating will be awarded the contract. **(See Rating Form Attachment - D)**
- 9.4 Evaluators will rate pricing by taking the lowest proposed cost for regular scheduled front end loader and residential waste pickup service and use it as a base to determine the rating for remaining Offerors. The lowest price will be awarded the full available points and remaining Offerors will receive a percentage of the available points. Example – The available points for pricing is 35 and the lowest monthly price is \$5000.00 and the second lowest is \$10,000.00. The lowest Offeror would get 35 points and since \$5000.00 is 50% of \$10,000.00 the second lowest vendor would get 17.5 points or 50% of the available points. The pricing total will be determined by adding the totals for front end loader service, construction dumpster service and residential curbside services.

10. Minimum Mandatory Criteria

- 10.1 All initial proposals must meet the following minimum criteria in order to receive further consideration:
 - A. Proposal must be submitted in writing.
 - B. Proposal must be submitted in the designated format.
 - C. Three copies of the proposal must be submitted.
 - D. The proposal must be signed by the person(s) authorized to sign on behalf of and bind offeror.

- E. The proposal must be received at the designated location by 3:00 p.m. Central time on the specified closing date.
- F. The proposal is submitted in a properly sealed envelope which contains the required proposal information on the outside of envelope.
- G. The proposal contains required reference information to include contact and telephone number.
- H. The proposal plan is detailed and addresses all required services.

11. Evaluation Criteria

The following criteria shall be used to evaluate all responsive Offerors. These criteria are the only criteria that will be used to make a determination of points utilized in contract award.

- 11.1 Ability to perform required services reflected by technical training, education, general experience and specific experience. **15 Points (Very Important-Technical)**
- 11.2 The qualifications and abilities of personnel proposed to be assigned to perform the services. **10 Points (Important-Management)**
- 11.3 The plan proposed for performing required services to include completeness and presentation. **5 Points (Important-Management)**
- 11.4 The personnel, equipment, and facilities to perform the services currently available or, demonstrated to be made available at the time of contracting. **15 Points (Very Important-Management)**
- 11.5 Record of past performance of services of similar work. **5 Points (Important-Technical)**
- 11.6 Regulatory compliance to include documentation (permits & licenses). **5 Points (Important-Technical)**
- 11.7 Training services offered to include video, literature and workshops. **5 Points (Important-Technical)**
- 11.8 Cost reduction and performance improvement services offered. **5 Points (Important-Cost)**
- 11.9 Price to provide required services. **35 Points (Very Important-Cost)**

12. Award Criteria

- 12.1 Award will be made based on the total evaluation criteria points awarded to each

offeror. The Offeror who receives the highest total number of points from all evaluators shall be awarded the contract.

13. Contract Agreement

- 13.1 The successful Offeror(s) shall enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as **Attachment - E**. In no event is a vendor to submit its own standard terms and conditions in response to this solicitation. The vendor may submit exceptions to terms and conditions, listed in **Attachment - E**, and MSH will review requested exceptions and accept or reject the same at its sole discretion and as approved by the Mississippi Personal Service Contract Review Board.
- 13.2 The total contract shall consist of this Request for proposal to include any amendments, the response proposal submitted by the successful vendor(s), and the MSH standard contract, a sample of which is shown in **Attachment - E**. No other documents shall be a part of the formal contract.

14. Negotiation Delay

- 14.1 If a written contract agreement cannot be negotiated within fifteen (15) days of notification of the successful offeror, MSH may at its sole discretion at any time thereafter, terminate negotiations with that offeror and either negotiate a contract with the next qualified offeror or choose to terminate the RFP process and not enter into a contract with any of the offerors.

15. Mandatory E-Payment Rule/Paymode - Authorization & Acknowledgement

- 15.1 Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State and deposited into the bank account of the Contractor's choice. MSH may, at its sole discretion, require the contractor to electronically submit invoices and supporting documentation electronically 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. Contractor agrees to accept all payments in United States Currency via the State of Mississippi's electronic payment and remittance vehicle. Mississippi State Hospital 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 Mississippi State Hospital within forty-five (45) days of receipt of invoice. Miss. Code Annotated 31-7-301 et seq. Please see **Attachment - F**.
- 15.2 Offerors shall sign and return the authorization and acknowledge form, **Attachment - G**.

16. Schedule

- 16.1 The following is a schedule of the RFP process for this invitation:
- A. Ad appears in the newspaper – 12/18/2024 and 12/25/2024
 - B. Deadline for final questions – 1/6/2025
 - C. Initial proposals due – 1/22/2025
 - D. Contract projected start date – 5/1/2025 (Subject To Change)

Mississippi State Hospital reserves the right to amend and/or change the above schedule of events, as it deems necessary.

H.L. Lockhart



Material Management Director

ATTACHMENT - A

12/16/2024

LOCATION	FREQUENCY	SERVICE DAYS	CONTAINER SIZE	QUANTITY	WASTE TYPE	MONTHLY/FLAT RATE
1H-20H	1/WK	W	64GAL	26	GENERAL	
201W/1	3/WK	MWF	4YD	1	GENERAL	
201W/2	3/WK	MWF	4YD	1	GENERAL	
203W/3	3/WK	MWF	4YD	1	GENERAL	
203W/4	3/WK	MWF	4YD	1	GENERAL	
23OC	3/WK	MWF	6YD	1	GENERAL	
28NH	3/WK	MWF	8YD	1	GENERAL	
29NH	3/WK	MWF	8YD	1	GENERAL	
31NH	3/WK	MWF	8YD	1	GENERAL	
32W/41NH	3/WK	MWF	8YD	1	GENERAL	
33NH	3/WK	MWF	8YD	1	GENERAL	
34NH	3/WK	MWF	8YD	1	GENERAL	
35W	3/WK	MWF	4YD	1	GENERAL	
36W/37	1/WK	W	6YD	1	GENERAL	
39W	3/WK	MWF	8YD	1	GENERAL	
42D	3/WK	MWF	4YD	1	GENERAL	
45W	3/WK	MWF	8YD	1	GENERAL	
46W	3/WK	MWF	8YD	1	GENERAL	
48NH	3/WK	W	4YD	1	GENERAL	
50PH/51PY	2/WK	M/F	6YD	1	GENERAL	
52MS	AN	ON/CALL	30YD	1	GENERAL	
54L/43F/55P	3/WK	MWF	8YD	1	GENERAL	
55MS	AN	ON/CALL	40YD	1	GENERAL	
60W	3/WK	MWF	8YD	1	GENERAL	
63W	3/WK	MWF	8YD	1	GENERAL	
64IM/65SE	3/WK	MWF	8YD	1	GENERAL	
67SO	1/WK	W	6YD	1	GENERAL	
69	3/WK	MWF	6YD	1	GENERAL	
71PR	2/WK	M/F	6YD	1	GENERAL	
78NH	3/WK	MWF	8YD	2	GENERAL	

ATTACHMENT - A

12/16/2024

LOCATION	FREQUENCY	SERVICE DAYS	CONTAINER SIZE	QUANTITY	WASTE TYPE	MONTHLY/FLAT RATE
79/80/81/87	3/WK	MWF	8YD	1	GENERAL	
84/202R	1/WK	W	4YD	1	GENERAL	
90W	3/WK	MWF	8YD	1	GENERAL	
91C	1/WK	W	2YD	1	GENERAL	
93CW	3/WK	MWF	4YD	1	GENERAL	
99H	1/WK	W	4YD	1	GENERAL	

ATTACHMENT - B

CERTIFICATIONS AND ASSURANCES

I/We make the following certifications and assurances as a required element of the offer to which it is attached, understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. Representation Regarding Contingent Fees. By responding to the solicitation the offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror cannot make such a representation , a full and complete explanation shall be submitted in writing with the offeror's response.

2. Representation Regarding Gratuities. The Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MSH a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror further represents that no employee or former employee of MSH has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by Offeror. Offeror further represents that it is in compliance with the Mississippi Ethics in Government Laws, codified at Mississippi Code Annotated 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

3. Certification of Independent Price Determination. By submitting a proposal the offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.

4. Certification of Non-Debarment. By submitting a proposal, the offeror certifies that it is not currently debarred from submitting proposals for contracts issued by an political subdivision or agency of Mississippi and that it is not an agent of a person or entity that is currently debarred form submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi.

Signature of Bidder

Title

Date

ATTACHMENT - C

WASTE MANAGEMENT PROPOSAL PRICING FORM

1. Solid Waste collection, containment, transport, and disposal for front end loader containers: \$ _____ Per Month (34 Containers as scheduled for sixty (60) months)

2. Construction dumpster 30 yd: \$ _____ Flat Rate (Drop Off/Pickup/Disposal/Rent) - Estimated Five Year Usage 83 pick ups (1 Each Dumpster)

3. Construction dumpster 40 yd: \$ _____ Flat Rate (Drop Off/Pickup/Disposal/Rent) - Estimated Five Year Usage 100 pick ups (1 Each Dumpster)

4. MSH Residential Housing Curbside Pickup \$ _____ Per Month (1/WK/Wednesday - 26 each, 64 gallon containers as scheduled for sixty (60) months)

ACKNOWLEDGEMENT OF AMENDMENTS: Bidders shall acknowledge the receipts of amendments by placing an "X" by each amendment number received:

Amendment No. 1 () Amendment No. 2 () Amendment No. 3 () Amendment No. 4 ()

Name of Company _____ Telephone _____

Address _____

City/State/Zip Code _____

Authorized Binding Signature _____

Title _____ Email Address _____

Date _____ Certificate of Responsibility No. _____

We submit the above prices and agree to initiate services within _____ calendar days from receipt of notice to proceed. Unless notified to the contrary, this offer is good for a minimum of 60 days from the date of the initial proposal opening. In submitting the above, it is expressly agreed that, upon proper acceptance of any or all services by the Mississippi State Hospital, a contract shall hereby be created only after a written executed contract agreement is mailed or otherwise furnished to the successful Offeror within the time of acceptance specified above without further action by either party. The contract shall not be assignable by the Offeror in whole or part without the written consent of Mississippi State Hospital.

ATTACHMENT – D

WASTE MANAGEMENT SERVICES EVALUATION FORM

RFP: 01.22.2025.488

VENDOR: _____

Step 1: The proposal meets the minimum evaluation criteria and is approved for further consideration.

Yes: _____ No: _____ Rating: _____

Comments: _____

Step 2: Rate the criteria below using the scale of 0 to 35.

Criteria	Maximum Score	Actual Score	Comments
Ability to perform required services (Technical)	15		
Qualifications & abilities of assigned personnel (Management)	10		
The proposed plan for providing services (Management)	5		
Personnel, equipment and facilities available or to made available (Management)	15		
Record of past performance (Technical)	5		
Regulatory Compliance (Technical)	5		
Training Services Offered (Technical)	5		
Cost Reduction/Performance Improvement (Cost)	5		
Proposed price (Cost)	35		

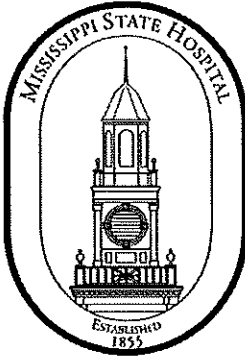
TOTAL SCORE	100 Maximum Points	Score:	
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Evaluator's Signature: _____

Job Title: _____

Date: _____

ATTACHMENT – E
SAMPLE CONTRACT AGREEMENT



AGREEMENT BETWEEN MISSISSIPPI STATE HOSPITAL of

Whitfield Mississippi (MSH) and _____.

This agreement is entered into by Mississippi State Hospital, hereafter called "Hospital" or "Agency" whose address is Post Office Box 157-A, 3550 Highway 468 West, Whitfield, Mississippi and _____, hereinafter called "Independent Contractor" or "Contractor" for the provision of services as set out herein. The term "Hospital" includes Whitfield Medical Surgical Hospital, Jaquith Nursing Home, Oak Circle Center, and other programs and divisions of Mississippi State Hospital

NOW THEREFORE, the parties agree to the terms and conditions herein.

1. INDEPENDENT CONTRACTOR

Neither Independent Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Hospital or any of its subordinate programs and Hospital or any of its subordinate programs shall be at no time legally responsible for any negligence or other wrongdoing by the Independent Contractor or its servants, or agents. Hospital agrees to compensate as outlined in Exhibit - A, which is attached hereto and made a part of as if fully copied herein. These funds shall be paid directly to the Independent Contractor by Hospital. Hospital or any of its subordinate programs shall not withhold from the Independent Contractor payments for any federal or state unemployment taxes, federal or state income taxes, Federal Insurance Contributions Act (FICA) withholdings, or any other amounts for benefits to Independent Contractor. Further, Hospital or its subordinate programs shall not provide to Independent Contractor any insurance coverage or other benefits including Workers Compensation, normally provided by the state for its employees.

2. SCOPE OF WORK

Independent Contractor agrees to provide services to the Hospital as described, and under the conditions, as set out in Exhibit - A which is attached hereto and made a part of as if fully copied herein.

3. PERIOD OF AGREEMENT

Performance of the services will begin on or about _____ and will end on or about _____. The contract may be renewed for one additional year based on the needs of the hospital, availability of funds, approval of the Mississippi Board of

Mental Health, and approval of the Mississippi Public Procurement Review Board.

4. COMPENSATION

Hospital agrees to compensate Independent Contractor at a rate for services described in Attachment

A. The total contract amount will not exceed \$_____.

5. RESERVATION OF RIGHT

Any and all forms, reports, designs, and other materials prepared by Independent Contractor for Hospital shall be used by Hospital only for its own internal operations. Hospital retains all rights and interest in said reports.

6. 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 Mississippi.

7. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of Hospital to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, Hospital shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the Hospital of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

8. REPRESENTATION REGARDING CONTINGENT FEES

The Independent Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the contractor's bid or proposal.

9. REPRESENTATION REGARDING GRATUITIES

Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Hospital a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of Hospital has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

10. PROCUREMENT REGULATIONS

This contract shall be governed by the applicable provisions of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any bidder or offeror responding to a solicitation for personal and professional services and any contractor doing business with a state agency is deemed to be on notice of all requirements therein.

11. REQUIRED PUBLIC RECORDS AND TRANSPARENCY

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25- 61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The contractor acknowledges and agrees that the Hospital and this contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008, codified at Mississippi Code Annotated §§ 27-104-151, et seq.

12. COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY

Contractor understands that the Hospital 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.

13. COMPLIANCE WITH LAWS

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

14. HIPAA

Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.

15. PROPERTY RIGHTS

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

16. TERMINATION

Termination for Convenience. The Hospital may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The Hospital shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

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

17. TERMINATION UPON BANKRUPTCY

This contract may be terminated in whole or in part by the Hospital upon written notice to Independent Contractor, if Independent Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Independent Contractor of an assignment for the benefit of its creditors. In the event of such termination, Independent Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

18. E-PAYMENT

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, et seq.

19. E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the Hospital subject to approval by any agencies of the United States Government. 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 clause may subject Contractor to the following:

(1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Procurement

Review Board Office of Personal Service Contract Review Rules and Regulations;

- (2) 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; or
- (3) both.

In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

20. ANTI-ASSIGNMENT/SUBCONTRACTING

The Independent Contractor acknowledges that it was selected by the Hospital to perform the services required hereunder based, in part, upon the Independent Contractor's special skills and expertise. The Independent Contractor shall not assign, subcontract, or otherwise transfer this agreement in whole or in part without the prior written consent of the Hospital, which the Hospital 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 Hospital of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the Hospital 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 Hospital may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

21. STOP WORK ORDER

The Hospital may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the Hospital. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the Hospital. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the Hospital has terminated that part of the agreement or terminated the agreement in its entirety. The Hospital is not liable for payment for services which were not rendered due to the stop work order.

22. PAYMODE

Payments by Hospital using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. The Hospital 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 Hospital is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

23. APPROVAL

It is understood that if this contract requires approval by the Public Procurement Review Board ("PPRB") and/or the Department of Finance and Administration Office of Personal Service Contract

Review (“OPSCR”), and this contract is not approved by PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

24. AUTHORITY TO CONTRACT

Contractor warrants: (1) that it is a validly organized business with valid authority to enter into this agreement; (2) that it is qualified to do business and in good standing in the State of Mississippi; (3) 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, (4) 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.

25. CHANGE IN SCOPE OF WORK

The Hospital may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Independent Contractor that the scope of the project or of Independent Contractor’s services has been changed, requiring changes to the amount of compensation to Independent Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Hospital and Independent Contractor. If Independent Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Independent Contractor, Independent Contractor must immediately notify the Hospital in writing of this belief. If the Hospital believes that the particular work is within the scope of the contract as written, Independent Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

26. 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. The services to be provided, the unit prices and overall price to be paid, and the term of the contract shall not be deemed a trade secret or confidential commercial or financial information.

27. CONFIDENTIALITY

Hospital is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act of 1983. Mississippi Code Annotated §§ 25-61-1, et seq. If a public records request is made for any information provided to [Agency] by Contractor, Hospital shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information – unless Contractor has previously indicated the information is not a trade secret or confidential commercial and financial information. The Hospital shall not be liable to the Contractor for disclosure of information required by court order or required by law.

28. CONTRACTOR PERSONNEL

The Hospital 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 Hospital reasonably rejects staff or subcontractors, Contractor shall provide replacement staff or subcontractors satisfactory to the Hospital in a timely manner and at no additional cost to the Hospital. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

29. EXCLUSION OR DEBARMENT

By submitting a response in response to the procurement request, the Contractor certifies that it is not currently excluded or debarred from future contract awards by any political subdivision or agency of any state, federal, local, or county government. Contractor further certifies that it is not an agent of any such person or entity. Contractor certifies that it has not, in the five-year period preceding its offer, been convicted of or had a civil judgment rendered against it for commission of a fraud or criminal offense in connection with obtaining, attempting to obtain, or performance of a public contract; violation of antitrust laws; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Contractor certifies that it is not presently indicted or otherwise criminally or civilly charged with the commission of any of the acts listed herein. Contractor certifies that, within the past five years, it has not had a contract with a governmental entity terminated due to the Contractor's failure to perform, default, or any other action or inaction by the Contractor.

30. DISCLOSURE OF CONFIDENTIAL INFORMATION REQUIRED BY LAW

In the event that either party to this Agreement receives notice that a third-party has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the other party's data or other information, the party subject to the subpoena or other legal process shall promptly inform the other party at the earliest reasonable opportunity, unless prohibited by law from doing so. Thereafter, the party subject to the legal process shall respond 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.

31. EXCEPTIONS TO CONFIDENTIAL INFORMATION

Independent Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:

- (a) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
- (b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
- (c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
- (d) is independently developed by the recipient without any reliance on confidential information;
- (e) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
- (f) is disclosed with the disclosing party's prior written consent.

32. FAILURE TO DELIVER

In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the Hospital, 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 Hospital may have.

33. FAILURE TO ENFORCE DOES NOT CONSTITUTE WAIVER

Failure by the Hospital 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 Hospital to enforce any provision at any time in accordance with its terms.

34. FORCE MAJEURE

Each party shall be temporarily 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 Agency in writing at its earliest reasonable opportunity of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. All parties shall make reasonable efforts to minimize the impact of the force majeure event on contract performance. The Hospital may exercise any rights it has under the contract which are available when neither party is in default.

35. INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Hospital 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 attorneys’ 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 Hospital’s sole discretion, upon approval of the Office of the Mississippi Attorney General and the Hospital, 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 Office of the Mississippi Attorney General and the Hospital. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the Hospital shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and the Hospital, which shall not be unreasonably withheld.

36. 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 Hospital. Nothing contained herein shall be deemed or

construed by the Hospital, 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 Hospital and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Hospital or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the Hospital and Contractor.

Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the Hospital. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Hospital, and the Hospital shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees.

The Hospital 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 Hospital shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Hospital for its employees.

37. MODIFICATION OR RENEGOTIATION REQUIRED BY CHANGE IN LAW

The parties agree to renegotiate the agreement in good faith if federal and/or state revisions to any applicable laws or regulations make changes in this agreement necessary. This agreement may be modified only by written agreement signed by the parties hereto and approval by the Public Procurement Review Board, if required.

38. NO LIMITATION OF LIABILITY

Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.

39. 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 shall be made in writing by the Hospital, agreed to by Contractor, and approved by the Public Procurement Review Board, if required.

40. RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the Hospital, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the Hospital. The rights of the Hospital are in addition and without prejudice to any other right the Hospital may have to claim the amount of any loss or damage suffered by the Hospital on account of the acts or omissions of Contractor.

41. 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.

42. 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.

43. UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by Independent Contractor is considered by the Hospital to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Independent Contractor shall, on being notified by the Hospital, immediately correct such deficient service or work. In the event Independent Contractor fails, after notice, to correct the deficient service or work immediately, the Hospital shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Independent Contractor.

44. NOTICES

All notices required or permitted to be given under this agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For Independent Contractor: *Name:* _____ *Title:* _____

Address: _____

For the Hospital: *Name:* _____ *Title:* _____

Address: Post Office Box 157-A, Whitfield, Mississippi
3550 Highway 468 West, Whitfield, Mississippi

45. 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 Independent Contractor. Independent Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Independent Contractor on the basis of draftsmanship or

preparation hereof.

James G. Chastain
Director
Mississippi State Hospital

Date

Independent Contractor

Date

ATTACHMENT - F

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION ADMINISTRATIVE RULE FOR MANDATORY ELECTRONIC PAYMENT OF VENDORS AND ELECTRONIC INVOICING BY VENDORS

Vendor Name ("Vendor"): _____

Vendor has received a copy of the "Mississippi Department of Finance and Administration Administrative Rule on Mandatory Electronic Payment of Vendors."

Vendor understands that MSH is an agency of the State of Mississippi, and as such, its payments are processed by the Mississippi Department of Finance and Administration ("DFA").

Vendor agrees to one of the following:

- a) Within 60 days, enroll in the State of Mississippi E-Payment vehicle, currently Paymode™, for the receipt of payment from the State of Mississippi.
- b) Obtain an exemption from DFA before providing any good or services which may be billable to MSH.

Vendor understands that payment will not be received from the MSH until enrollment in Paymode™ is complete, or an exemption is granted by DFA.

Signature

Printed Name

Title

Date

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION
ADMINISTRATIVE RULE
MANDATORY ELECTRONIC PAYMENT OF VENDORS

I. General Purpose.

- A. The Mississippi Department of Finance and Administration (DFA) serves as the primary executive branch agency for fiscal management. Under §7-7-41, the State Fiscal Officer has the authority to prescribe rules and regulations concerning the issuance of warrants and other forms of payments for all departments, institutions and agencies of the state. This rule, unless otherwise noted, is to set as the standard that vendors of the State of Mississippi shall be paid electronically and shall be provided the supporting remittance detail by electronic means.
- B. This rule is a means for reducing the costs to produce paper warrants and remittance advices. The State has documented significant savings in the move to electronic payment and remittance. The State avoids the costs associated with printing, sorting, distributing, copying, and mailing warrants. Additionally, the State has determined that there are reduced opportunities for fraud and lost payments under this means of payment and remittance.
- C. Vendors benefit by receiving notification of pending deposits of funds and have options for interfacing the remittance data from the State into their accounts receivable systems.

II. Definitions.

- A. ACH: Automated Clearing House. Affiliated with the U. S. Treasury and the Federal Reserve System and used as the conduit for electronic payments and collections.
- B. EFT: Electronic Funds Transfer. Electronic Funds Transfer (EFT) provides for electronic payments and collections. EFT is safe, secure, efficient, and less expensive than paper check payments and collections. Issuance costs for EFT payments are approximately 80% less than the cost to issue the same payment on a paper warrant. EFT transactions use the ACH network associated with the Federal Reserve System.
 - 1. The State of Mississippi uses “standard EFT” for transferring funds to employee bank accounts for direct deposit of payroll payments and for some transfers to checking accounts of State agencies.
 - 2. The State uses expanded EFT in the transfer of funds and remittance information using PayMode™. The State has established PayMode™ as the default payment method for those payments and transfers requiring supporting remittance information.
- C. E-payment vehicle: Tool that captures the payment and remittance information and pushes it electronically to the designated vendor from the source system (MAGIC). The ACH is used to move the funds while a proprietary system is used to provide access to supporting remittance data and notification of the availability of funds to the State’s vendors.
- D. Existing Agreements: Individual agreements in place for the acceptance of electronic payments prior to the implementation of this policy.
- E. PayMode™: A Bank of America product, PayMode™ is the State’s present e-payment vehicle.

- F. MAGIC: Mississippi Accountability System for Government Information and Collaboration, the successor system for SAAS and SPAHRS.
- G. Vendor payments: Payments initiated and approved by State Agencies for various goods and services or as used to transfer funds to other governing authorities such as school districts, cities, and counties.

III. Requirements for Transitioning to E-payment Vehicle

- A. All existing vendors presently set up for payment through standard EFT, unless otherwise approved as an exemption, must be enrolled in PayMode™.
- B. All vendors established as new vendors in the State Magic System must be established for e-payment and remittance via PayMode™.
- C. All remaining MAGIC vendors, unless specifically exempted, must convert to PayMode™ on the schedule determined by DFA.
- D. To register for PayMode™, vendors should go to the Bank of America's™ enrollment website at <http://www.bankofamerica.com/paymode/ms>.
 - 1. Vendor must have a valid email address in order to enroll with PayMode™.
This email address can be obtained through one of the free email services such as Yahoo or Hotmail.
 - 2. Vendor must have access to a computer. As computers are generally accessible in all businesses as well as in Public Libraries or other public forums, no exemption will be granted for having only limited or no access to a computer.
 - 3. Vendor may request assistance in enrolling with the State's e-payment service provider by contacting mash@dfa.state.ms.us or by calling MASH at (601) 359-1343.

IV. Requirements for Transitioning to E-invoicing

- A. All vendors who contract with a state agency must agree to invoice the State electronically through PayMode.
- B. To register for PayMode E-invoicing, vendors must first register with PayMode for E-payment.
- C. Vendors must then complete additional information on the PayMode website to enroll in E-invoicing.
- D. Vendors may request assistance in enrolling in PayMode E-invoicing by contacting PayMode Customer Support at 1-866-252-7366.

V. Exemptions

- A. The following are exempt from this rule:
 - 1. State employees as defined in §25-9-107;
 - 2. Contract workers – note that Independent Contractors are **not** exempt from this rule;
 - 3. Vendors specifically approved for “one of” payments using the

specific vendor number designated for that purpose by the Office of Fiscal Management;

4. Right-of-Way acquisition payments made by the Mississippi Department of Transportation.
 5. Debt service payments made by the Office of the State Treasurer;
 6. Tax payments to the IRS (standard EFT);
 7. Tax payments to the Mississippi State Tax Commission (standard EFT);
 8. Transfers to the Public Employees Retirement System of Mississippi (standard EFT);
 9. Transfers to the Mississippi Deferred Compensation and Trust/SBA (standard EFT);
 10. Vendors who apply for exemption and are approved by DFA.
- B. To apply for exemption, the vendor must submit a written application to: Director, Office of Fiscal Management
Department of Finance and Administration
501 North West Street, Suite
1101B Jackson, Mississippi 39201
- C. Application must detail the following:
1. Reason(s) exemption requested. This must be a narrative explanation of the reason for the request;
 2. Documentation of supporting cost and legal issues associated with the request for the exemption.
- D. DFA will issue a written determination within 10 business days of the receipt of the exemption request. The written determination of DFA will be considered the final determination.

NOTE: IT IS MANDATORY THAT THIS PAGE BE SIGNED AND RETURNED WITH BID

ATTACHMENT - G

**PROPOSAL ACKNOWLEDGEMENT AND AUTHORIZATION FORM
FOR PROPOSED AGREEMENT ON MSH WASTE MANAGEMENT SERVICES**

1. The undersigned hereby acknowledges that he/she has read and understands the specifications, requirements, and proposed agreement regarding waste management services issued by Mississippi State Hospital (MSH). He/she further acknowledges that the offeror's proposed services fully meet or exceed those as specified in Mississippi State Hospital Request for Proposal for waste management services dated **December 13, 2024**. Additionally, the offeror agrees that all of its proposal documents and responses to the aforementioned Request for Proposal will, at the option of MSH, become a legally binding and essential portion of the final contract between the bidder and MSH.
2. The undersigned hereby agrees that all information contained in this Request for Proposal is "Confidential and Proprietary Information," and agrees that it will not permit the duplication, use or disclosure of any such Confidential and Proprietary Information to any person (other than its own employees who must have such information for the performance of obligations thereunder by legal means), without authorization in writing by an authorized Officer of MSH.
3. By signing below, the undersigned acknowledges that he/she is a duly authorized agent of the company listed below and, as such, agrees to all above terms and conditions of the RFP for waste management services in whole, with exception of those amendments as acknowledged in writing to offeror and signed by a duly authorized agent of MSH.

Company Name: _____

Name of Authorized Agent (Printed): _____

Signature of Authorized Agent: _____

Date: _____

NOTE: IT IS MANDATORY THAT THIS FORM BE SIGNED AND RETURNED WITH BID