

**STATE OF MISSISSIPPI  
MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION**



**Request for Qualifications (RFQ) RFx 3120003272**

*Professional Accounting, Auditing, Third Party Administration and Consulting Services for Oversight and Compliance for the Rural Health Transformation Program*

Issue Date: December 12, 2025

**DUE DATE AND TIME:**

Proposals must be received **by e-mail** to [Procurement@dfa.ms.gov](mailto:Procurement@dfa.ms.gov)  
by January 5, 2026, at 12:00 p.m. CST

***\*all emails sent regarding this RFQ must contain RHT Program RFQ in the subject line***

The Contractor selected for award will provide professional accounting, auditing, third party administration and consulting services to the Department of Finance and Administration (DFA), on behalf of the Office of the Governor, to assist in fulfilling the State's legal obligations regarding all Rural Health Transformation (RHT) Program funds received by the State of Mississippi.

The Contractor will assist the State with all the duties and responsibilities in accordance with all guidance issued by the Office of the Governor, the United States Department of Health and Human Services (HHS), the Centers for Medicare & Medicaid Services (CMS) or other oversight entities which is applicable to all federal RHT Program funds to ensure the funds disbursed and reported are done so in compliance with all applicable legal requirements. The professional services sought by this RFQ include, but are not limited to, assisting the State in the following:

- a) Developing policies and procedures and other consulting work as required
- b) Establishing and/or verifying eligibility under the RHT Program funds
- c) Establishing procedures for verification of eligibility for award and expenditure of RHT Program funds
- d) Designing/establishing and evaluating application processes and procedures
- e) Establishing a web-based portal, real time communications or other processes to accept applications for award of RHT Program funds and receive and respond to inquiries regarding status of applications
- f) Confirmation of verification of eligibility and final disbursement of RHT Program funds or other award of proceeds

- g) Coordinating with federal and state agencies, including but not limited to, the U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services, U.S. Department of the Treasury, the U.S. Attorney's office, the U.S. Department of Justice, and the Office of State Auditor, where required
- h) Providing for fraud, waste, and abuse identification, reporting, and remediation
- i) Providing assistance and representation to any federal or state audit of RHT Program funds
- j) Providing for consolidated financial reporting
- k) Providing periodic status reports including reporting on financial performance and projection modeling
- l) Prepare and provide any assistance needed for submission of reports, including annual reports regarding the use of RHT Program funds as determined by CMS
- m) Processing for review and any subsequent reporting required by the RHT Program funds
- n) Provide additional support including any other accounting, third party administration, consulting duties necessary to fulfill RHT Program objectives, auditing and reporting requirements as determined by DFA, on behalf of the Office of the Governor

Respondents must use the attached Proposal Form to provide their response. Because time is of the essence in the distribution of these funds, please provide a summary, no longer than ten (10) pages, of the Respondent's relevant experience as described in Minimum Qualification Numbers 1 and 2 on the Proposal Form. DFA, on behalf of the Office of the Governor, reserves the right to require additional sufficient documentation from the winning Respondent to support its certification that all minimum requirements are met. (*See attached Evaluation Method document*)

DFA, on behalf of the Office of the Governor, intends to award the contract to the most qualified Contractor who is responsible and responsive; however, no contract is guaranteed to result from this RFQ, and DFA, on behalf of the Office of the Governor, reserves the right to cancel the RFQ if it is determined to be in the best interest of the State.

This RFQ and resulting contract is governed by the federal requirements contained in 2 C.F.R. Pt. 200, where applicable.

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## **Proposal Form**

### *Professional Accounting, Auditing, Third Party Administration and Consulting Services for Oversight and Compliance for the Rural Health Transformation Program*

Proposals must be received by e-mail to [Procurement@dfa.ms.gov](mailto:Procurement@dfa.ms.gov)

by January 5, 2026, at 12:00 p.m. CST

*\*all emails sent regarding this RFQ must contain RHT Program RFQ in the subject line*

## **PROPOSAL FORM**

### **Minimum Qualifications:**

#### **Circle One**

- (Yes / No) 1. At least ten (10) years of documented experience providing accounting, auditing, and advisory services to government entities on compliance with federal grants. This experience must include demonstrated proficiency in identifying authorized uses of federal funds; interpreting and applying federal grant regulations and reporting requirements; ensuring compliance with state and federal ethics rules; identifying and reporting waste, fraud, and abuse; and overseeing or supporting the disbursement, monitoring, and tracking of federal funds administered by state or federal agencies.
- (Yes / No) 2. At least ten (10) years of documented experience providing consulting services supporting the delivery of federally funded healthcare programs. Such experience should include, but is not limited to, assisting organizations with program implementation, compliance with federal regulations, financial management, operational optimization, reporting and performance measurement, and technical assistance related to the administration of federal healthcare funds. Preference will be afforded to respondents with documented consulting experience in rural healthcare service delivery.
- (Yes / No) 3. Must have no conflict of interest in representing the State, including DFA and/or the Office of the Governor. Mere existence of established client relationships with other entities of state or local government or private sector entities who may seek RHT Program funds may not create a conflict of interest that requires a waiver.
- (Yes / No) 4. Must carry a level of insurance, including deductible, to cover errors and omissions, improper judgment, or negligence appropriate for the magnitude of the engagement. Because significant federal funds are being disbursed as part of the contract, the Contractor(s) must have sufficient insurance to protect the State's reliance on the professional judgment of the Contractor(s). If reliance on the judgment of the Bidder results in the deobligation of the federal funds, the State will seek compensation for its damages from the Contractor(s). See Section 40 (*Insurance*) of the attached Sample Contract for specific insurance requirements.

(Yes / No) 5. Must agree to execute the attached Sample Contract by January 9, 2026. Requested clarification of Section 1. *Scope of Services* may be considered and must be submitted with the Respondent's Qualifications submission.

**Price:**

Hourly rates shall be provided in the form of a Rate Sheet, including job titles and corresponding rates, attached to this Proposal Form.

**Submitted & Certified by:**

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(Respondent)

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\_\_\_\_\_, its duly authorized representative.  
(Print name and Title)

*If not included elsewhere in your submission, please provide a cover page with contact information (telephone, email address, physical address, etc.).*

## **RHT Program RFQ Evaluation Method**

- Part 1: Pass/Fail Responsiveness and Minimum Qualifications check performed by the procurement officer (only responsive respondents who meet all minimum qualifications will move to part 2 of the evaluation)
- Part 2: Consensus scoring will be conducted by the evaluation committee, with a total of 45 points available
  - Up to 23 points available for documented experience providing accounting, auditing, and advisory services to government entities on compliance with federal grants. This experience must include demonstrated proficiency in identifying authorized uses of federal funds; interpreting and applying federal grant regulations and reporting requirements; ensuring compliance with state and federal ethics rules; identifying and reporting waste, fraud, and abuse; and overseeing or supporting the disbursement, monitoring, and tracking of federal funds administered by state or federal agencies.
  - Up to 22 points available for documented experience providing consulting services supporting the delivery of federally funded healthcare programs. Such experience should include, but is not limited to, assisting organizations with program implementation, compliance with federal regulations, financial management, operational optimization, reporting and performance measurement, and technical assistance related to the administration of federal healthcare funds. Preference will be afforded to respondents with documented consulting experience in rural healthcare service delivery.
- Part 3: Price evaluation conducted by the procurement officer, with a total of 5 points available

A contract will be awarded to the highest scoring (out of the total 50 points available) Respondent who is responsible and responsive; however, no contract is guaranteed to result from this RFQ.



STATE OF MISSISSIPPI  
GOVERNOR TATE REEVES

**RURAL HEALTH TRANSFORMATION PROGRAM SERVICES CONTRACT**

This Professional Services Contract (Contract) is made by and between the State of Mississippi, Office of the Governor, and [Contractor] (Contractor) effective [start date], under the following terms and conditions under which Contractor agrees to provide services to the Office of the Governor.

**1. Scope of Services**

Scope as outlined in the RFQ.

**2. Contract Term**

The effective date of this Contract is [start date]. This Contract's term will be seven (7) years with annual renewals as needed until the project's completion as determined by the Office of the Governor.

In preparation for and upon termination of this Contract, Contractor shall, at its own expense, cooperate with the Office of the Governor and any new contractor(s) retained by the Office of the Governor during the transition of the Office of the Governor's business to the new contractor(s). Upon request from the Office of the Governor, Contractor shall provide the Office of the Governor all information relevant to Contractor's performance under this Contract or otherwise maintained by Contractor in the time frame specified by the Office of the Governor.

**3. Consideration**

The fees listed in **Exhibit A – Pricing** shall constitute the entire compensation due to Contractor for services and all other obligations of Contractor provided hereunder regardless of the difficulty, materials, or equipment required. No additional compensation will be provided by the Office of the Governor for any expense, cost, or fee not specifically authorized by this Contract or by written authorization from the Office of the Governor.

The Office of the Governor shall not provide any prepayments or initial deposits in advance of services being rendered. Payment for any and all services provided by Contractor to the Office of the Governor shall be made only after said services have been duly performed and properly invoiced. Contractor shall submit all invoices in a form acceptable to the Office of the Governor with all the necessary supporting documentation prior to any payment to Contractor.

The payment of an invoice by the Office of the Governor shall not prejudice the Office of the Governor's right to object or question any invoice or any matter in relation thereto. Such payment by the Office of the Governor shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any costs invoiced therein.

Contractor's invoice or payment may be subject to further reduction for amounts which have been paid but which the Office of the Governor and/or another entity of the State of Mississippi later determine did not constitute allowable costs pursuant to the terms of this Contract.

**4. Availability of Funds**

It is expressly understood and agreed that the obligation of the Office of the Governor to proceed under this Contract is conditioned upon the appropriation of funds by the Federal Government and the receipt of appropriate funds. If the funds anticipated for the continuing fulfillment of the Contract are, at any time, not forthcoming or insufficient, regardless of source of funding, the Office of the Governor shall have the right upon ten (10) business days written notice to Contractor, to terminate this Contract without damage, penalty, cost or expenses to the Office of the Governor of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

**5. E-Payment**

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

**6. Paymode**

Payments by the Office of the Governor 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 Office of the Governor may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Contract. Contractor understands and agrees that the Office of the Governor is exempt from the payment of taxes. All payments shall be in United States currency.

**7. Recovery of Money**

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

**8. 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.

**9. Compliance with Equal Opportunity in Employment Policy**

Contractor understands that the Office of the Governor 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 this Contract that Contractor will strictly adhere to this policy in its employment practices and provision of services.

**10. Compliance with Laws**

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

**11. 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 Office of the Governor 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 every reasonable effort to minimize the impact of the force majeure event on contract performance. The Office of the Governor may exercise any rights it has under the contract which are available when neither party is in default.

**12. No Limitation of Liability**

Nothing in this Contract shall be interpreted as excluding or limiting any liability of Contractor or any other party for harm arising out of Contractor’s or its subcontractors’ performance under this Contract.

**13. Contract Assignment and Subcontracting**

Contractor acknowledges that it was selected by the Office of the Governor to perform the services required hereunder based, in part, upon Contractor’s special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this Contract, in whole or in part, without the prior written consent of the Office of the Governor, which may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of Contractor’s obligations hereunder without consent of the Office of the Governor shall be null and void. Approval of a subcontract by the Office of the Governor shall not be deemed to be approval of the incurrence of any additional obligation of the Office of the Governor. Subcontracts shall be subject to the terms and conditions of this Contract and to any conditions of approval that the Office of the Governor may deem necessary. Subject to the foregoing, this Contract shall be binding upon the respective successors and assigns of the parties.



**14. Confidentiality**

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

**15. Disclosure of Confidential Information Required by Law**

In the event that either party to this Contract 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 Contract. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1, *et seq.*

**16. Information Designated by the Office of the Governor as Confidential**

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractors shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractors without the express written approval of the Office of the Governor may result in the immediate termination of this contract.

**17. 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](http://www.transparency.ms.gov) and shall be available at the Office of the Governor for examination, inspection, or reproduction by the public. Contractor acknowledges and agrees that the Office of the Governor 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.*

**18. 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 Office of the Governor. Nothing contained herein shall be deemed or construed by the Office of the Governor, 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 Office of the Governor and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Office of the Governor or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the Office of the Governor and Contractor.

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

The Office of the Governor shall not withhold from payments made hereunder any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for the benefit of Contractor. Further, the Office of the Governor shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Office of the Governor for its employees.

**19. Contractor Personnel**

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

**20. 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 Office of the Governor 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 Office of the Governor due to Contract cancellation or loss of license or permit to do business in the State.

**21. 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 Office of the Governor may terminate this contract at any time for its own convenience.

**22. Modification or Renegotiation Required by Change in Law**

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

**23. Representation Regarding Contingent Fees**

By executing this Contract, Contractor represents that it has not retained a person or agency on a percentage, commission, or other contingent arrangement to secure this Contract. If Contractor cannot make such a representation, a full and complete explanation shall be submitted in writing to the Office of the Governor prior to Contract Execution.

**24. 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 the Office of the Governor a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to this Contract. Contractor further represents that no employee or former employee of the Office of the Governor has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; and 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.

**25. Termination**

*Termination for Convenience.* The Office of the Governor may, when the interests of the Office so require, terminate this contract in whole or in part, for the convenience of the Office. The Office of the Governor 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 Office of the Governor gives the Contractor 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 Office of the Governor may terminate the contract for default and the Contractor will be liable for the additional cost to the Office of the Governor 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.

**26. Stop Work Order**

The Office of the Governor 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 Office of the Governor. 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 Office of the Governor. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the Office of the Governor has terminated that part of the Contract or terminated the Contract in its entirety. The Office of the Governor is not liable for payment for services which were not rendered due to the stop work order.

**27. Failure to Deliver**

In the event of failure of Contractor to deliver services in accordance with the Contract terms and conditions, the Office of the Governor, 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 Office of the Governor may have.

**28. Oral Statements**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Contract. All modifications to the Contract must be made in writing by the Office of the Governor and agreed to by Contractor, and approved by the Public Procurement Review Board, if required.

**29. Ownership of Documents and Work Papers**

The Office of the Governor shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with this Contract, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to the Office of the Governor within three business days of receiving a request from the Office of the Governor and/or within thirty calendar days of termination or completion of the Contract. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from the Office of the Governor and subject to any copyright protections.

**30. State Property**

Contractor shall 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 Contract. Contractor will reimburse the Office of the Governor for any loss or damage, normal wear and tear excepted.

**31. Third-Party Action Notification**

Contractor shall give the Office of the Governor 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 Contract.

**32. Indemnification**

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Office of the Governor, 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 Contract.

In the Office of the Governor's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Governor. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the Office of the Governor shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Governor, which shall not be unreasonably withheld.

**33. Attorney's Fees and Expenses**

In the event Contractor defaults on any obligations under this Contract, Contractor shall pay to the Office of the Governor all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the Office of the Governor in enforcing this Contract or otherwise reasonably related to enforcing this Contract. Under no circumstances shall the Office of the Governor be obligated to pay any attorneys' fees or costs of legal action to Contractor.

**34. Failure to Enforce Does Not Constitute Waiver**

Failure by the Office of the Governor 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 Office of the Governor to enforce any provision at any time in accordance with its terms.

**35. Record Retention and Access to Records**

Contractor shall maintain such financial records and other records as may be prescribed by the Office of the Governor or by applicable federal and state laws, rules, and regulations. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the Office of the Governor or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are relevant to this Contract. All records related to this Contract shall be retained by Contractor for three years after final payment is made under this Contract and all pending matters are closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three-year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three-year period, whichever is later.

**36. Right to Audit**

Contractor shall maintain such financial records and other records as may be prescribed by the Office of the Governor or by applicable federal and state laws and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the Office of the Governor, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Office of the Governor, the Mississippi State Auditor's Office, and/or other entity of the State.

**37. Right to Inspect Facility**

The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the Office of the Governor.

**38. Severability**

If any part of this Contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Contract that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the Contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

**39. Authority to Contract**

Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this Contract; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this Contract is not restricted or prohibited by any loan, security, financing, contractual, or other contract of any kind; and, (d) notwithstanding any other provision of this Contract 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 Contract.



**40. Insurance**

Contractor represents that it will maintain workers' compensation insurance in compliance with Mississippi law which shall inure to the benefit of all Contractor's personnel provided hereunder, comprehensive general liability or professional liability insurance with minimum limits of [\$20,000,000.00] per occurrence, and fidelity bond insurance with minimum limits of [\$20,000,000.00]. All general liability, professional liability, and fidelity bond insurance will provide coverage to the Office of the Governor as an additional insured. The Office of the Governor reserves the right to request certificates of insurance regarding the required coverage from Contractor's carriers. Insurance carriers shall be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

**41. Authority of Signatory**

Contractor acknowledges that the individual executing the Contract on behalf of the Office of the Governor is doing so in his or her official capacity only. To the extent any provision contained in the Contract exceeds the signatory's authority, Contractor agrees that it will not look to the individual in his or her personal capacity of otherwise seek to hold him or her individually liable for exceeding such authority.

**42. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms**

Contractor shall take all affirmative steps necessary to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible, including those steps listed in 2 CFR § 200.321(b).

**43. Domestic Preferences for Procurements**

To the extent applicable, appropriate, and consistent with law, Contractor certifies that, during the term of this Contract, it will comply with applicable requirements of 2 C.F.R. § 200.322.

**44. Procurement of Recovered Materials**

Contractor certifies that, during the term of this Contract, it will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act in accordance with the guidelines and requirements of 2 C.F.R. § 200.323.

**45. Additional Federal Requirements**

The Contract shall be governed by the federal requirements contained in 2 C.F.R. Pt. 200, App. II, where applicable, or not otherwise addressed herein.

**46. Notices**

All notices required or permitted to be given under this Contract must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the parties identified 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.

If to the Office of the Governor: Anne Hall Brashier  
Chief of Staff  
Post Office Box 139  
Jackson, Mississippi 39205

With email copies to: [AnneHall.Brashier@GovReeves.ms.gov](mailto:AnneHall.Brashier@GovReeves.ms.gov)  
[Joseph.Sclafani@GovReeves.ms.gov](mailto:Joseph.Sclafani@GovReeves.ms.gov)

If to Contractor: Attention: X  
X  
X  
X

**47. Entire Agreement**

This Contract, 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 Contract may be altered, amended, or modified only by a written document executed by the Office of the Governor and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the Office of the Governor or Contractor on the basis of draftsmanship or preparation hereof.

**48. Priority**

The Contract consists of the documents listed below. In the event of any ambiguities, conflicts, or questions of interpretation, the documents shall be given priority in the order listed:

1. Modifications: Modifications to this contract subsequently entered by the parties, if any, in reverse chronological order;
2. Contract Document: This Contract Document, including **Exhibit A – E**;
3. Solicitation Document: The Office of the Governor’s Solicitation Document dated [date], including all amendments thereto, attached hereto as **Exhibit B – Solicitation Document**.
4. Solicitation Response: Contractor’s Response to the Office of the Governor’s Solicitation dated [date], attached hereto as **Exhibit C – Solicitation Response**; and



Omission of any term or obligation from one or more of these documents shall not be deemed an omission from this Contract if such term or obligation is provided for elsewhere in this Contract.

**In witness whereof, the parties have executed this Contract effective [effective date].**

**[Contractor Name]**

Office of the Governor

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name:

Title: \_\_\_\_\_

Title:

## **EXHIBIT A PRICING**

The fees listed in **Exhibit A – Pricing** are firm for the duration of this Contract and are not subject to escalation unless the requirements for a price adjustment are met or this Contract is otherwise duly amended.

**EXHIBIT B**

**THE OFFICE OF THE GOVERNOR'S SOLICITATION DOCUMENT DATED [Date]**

**EXHIBIT C**

**CONTRACTOR'S SOLICITATION RESPONSE DATED [Date]**

## **EXHIBIT D**

### **ADDITIONAL FEDERAL REQUIREMENTS**

This Contract shall be governed by the federal requirements contained in **2 CFR 200, APPENDIX II**, where applicable, or not otherwise addressed herein and is hereby incorporated in full by reference.

## **EXHIBIT E**

### **ADDITIONAL FEDERAL REQUIREMENTS**

This Contract shall be governed by the federal requirements contained in *Title VII, Subtitle B, Chapter 4, Section 71401 Rural Health Transformation Program*, where applicable, or not otherwise addressed herein and is hereby incorporated in full by reference.