INVITATION FOR BID

INVITATION FOR BID

IFB: 08.19.2026.493 (RFX – 3160008143)
TO PROVIDE: PROFESSIONAL RADIOLOGY CONSULTING AND INTERPRETATION SERVICES
ISSUE DATE: 07/15/2026

CLOSING LOCATION

Mississippi State Hospital – Building 93
3550 Hwy 468 West/P.O. Box 157-A
Whitfield, MS 39193

PROCUREMENT COORDINATOR

Sandy Jordan/Procurement Director
Telephone: (601) 351-8057
Fax: (601) 351-8282
E-Mail: Sandy.Jordan@msh.ms.gov

TECHNICAL COORDINATORS

Lee Varner/Hospital Administrator
Telephone: (601) 351-8246
E-Mail: Lee.Varner@msh.ms.gov

CLOSING DATE AND TIME

Bids must be received by 10:00 a.m. (CST) on Wednesday, August 19, 2026

MISSISSIPPI STATE HOSPITAL

P.O. BOX 157-A, WHITFIELD, MS 39193 (601) 351-8000 WWW.MSH.STATE.MS.US

JAMES G. CHASTAIN, DIRECTOR

Mississippi State Hospital Invitation for Sealed Bids
Radiology Consulting and Interpretation of Images
IFB: 08.19.2026.493 RFX: 3160008143
July 15, 2026
Section 1: Information for Bidders

PRE-AWARD SPECIFICATIONS AND REQUIREMENTS

1. In accordance with the rules and regulations of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review (OPSCR), Mississippi State Hospital (MSH) will receive sealed bids and award a contract for the **Radiology Consulting and Interpretation of Images** described in the following specifications. Bidders shall understand that any eventual contract resulting from this Invitation for Bid shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West St, Suite 701 E., Jackson, Mississippi 39201 for inspection or downloadable at http: www.dfa.ms.gov. Any bidder responding to a solicitation for personal or professional services and any contractor doing business with a state agency is deemed to be on notice of all requirements therein.

2. It is our intent to procure **Radiology Consulting and Interpretation of Images**, for all THE MISSISSIPPI STATE HOSPITAL patient service divisions, for the types and quantities listed in this request for sealed bids, however quantities may be increased or decreased accordingly if the needs of THE MISSISSIPPI STATE HOSPITAL require such a change. Contract awards shall be requirement contracts as defined by paragraph 14.2.2 of the OPSCR Rules and Regulations and therefore quantities of THE MISSISSIPPI STATE HOSPITAL service requirements will be considered indefinite, no specific quantity of services is guaranteed.

   THE MISSISSIPPI STATE HOSPITAL shall order all services covered by this IFB from the awarded vendors, however THE MISSISSIPPI STATE HOSPTTAL reserves the right to take bids separately if a particular quantity requirement arises which exceeds THE MISSISSIPPI STATE HOSPITAL's normal requirements, or an amount specified herein this IFB. It shall be understood that THE MISSISSIPPI STATE HOSPITAL is exempted from ordering under the eventual contract when (1) services provided under this contract will not meet a non-recurring, special need of THE MISSISSIPPI STATE HOSPITAL and (2) services are performed incidental to the State of Mississippi's own programs that can satisfy the need.

3. Opportunities for an on-site visit at Mississippi State Hospital, if required/applicable, to discuss bid specifications and inspect work sites, products, services, or equipment will be considered. In the event on-site visits are not approved by THE MISSISSIPPI STATE HOSPITAL, pictures of work sites, products, services, or equipment may be requested by contacting the IFB Coordinator. Arrangements for on-site visits, if permitted, may be made by contacting Sandy Jordan, Procurement Director, Mississippi State Hospital, P.O. Box 157-A, 3550 Hwy 468 West, Whitfield, MS 39193 or (601) 351-8057 or Sandy.Jordan@msh.ms.gov.

4. **Sealed written un-redacted bids (1 copy)** must be **received not later than 10:00 A.M., Wednesday, August 19, 2026**, at Mississippi State Hospital, by hand delivery at Building 93 Central Warehouse, or by mail delivery at P.O. Box 157-A, 3550 Hwy 468 West, Whitfield, Mississippi 39193. Bidders must also submit a bid online in the State of Mississippi electronic procurement system, Magic. To submit an online bid, bidders must be registered as a vendor in Magic and have an ID Number and Password assigned. Bidders can obtain help with registration and online bidding by calling (601) 359-1343 or at www.mmrs.state.ms us. Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late. No late bid, 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. Bidders submitting late bids, which shall not be considered for award, shall be so notified as practicable.

5. The **term of the contract** shall be for a period of **four (4) years** for the services as specified in this request for sealed bids. The estimated start date for this contract will be within 90 days after notice of intent to award is sent to successful bidder.

6. The following schedule will be followed in the execution of this invitation for bids:
   A. July 13, 2026: Bid is issued to the newspaper
   B. July 15, 2026 & July 22, 2026: Bid is published in the newspaper
   C. August 5, 2026: Deadline for questions from vendors
   D. August 19, 2026: Bid is opened
   E. October 8, 2026: Projected contract start date

   NOTE: THE MISSISSIPPI STATE HOSPITAL reserves the right to amend and/or change the above schedule of events as it deems necessary.

7. It shall be incumbent upon the bidder to understand the specifications. Any request for clarifications shall be in writing and shall be submitted to our purchasing office at least ten (10) days prior to the time and date set for the bid opening.

8. Before submitting a bid, each bidder 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 THE MISSISSIPPI STATE HOSPITAL upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder 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.

9. 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, bidders 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 MISSISSIPPI STATE HOSPITAL Purchasing Office. For determination as to whether any representation made requires that an amendment be issued, contact THE MISSISSIPPI STATE HOSPITAL Bid Coordinator at (601) 351-8057. Any requests for clarification, and all final questions are due from vendors by August 5, 2026.

10. 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 bidder to notify Mississippi State Hospital if the specifications, terms, or conditions are formulated in a manner that would unnecessarily restrict competition. Any bidder can submit a request for reconsideration of the solicitation as specified in OPSCR Rules and Regulations paragraph 5.2.4.

11. 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 bidder. Bidders should submit detailed descriptions, manufacturer names, models and literature of the product and services they propose to furnish.

12. Questions or problems arising from bid procedures or subsequent order and delivery of services procedures should be directed to Sandy Jordan (Procurement Director), Mississippi State Hospital, P.O. Box 157-A, Whitfield, MS 39193, (601) 351-8057.

13. Only one bid, per line item, per bidder. This means that only a single bid will be accepted from each bidder for each line item requested. Alternate bids unless specifically requested will not be considered.

14. Prices quoted shall be fixed and firm. Successful bidder shall be allowed to increase pricing annually on the contract anniversary date based on the percentage change in the Consumer Price Index for all Urban Consumers as published by the US Bureau of Labor Statistics showing February data for that same year, not to exceed 5%.

    Contractor shall provide at least a sixty (60) day advance notice of any intended price increase. THE MISSISSIPPI STATE HOSPITAL reserves the right to reject any price increase and terminate, without cost, the future performance of the contract. **Bidder shall use the Procurement Schedule Form on Pages 17-18 to submit pricing rates.**

15. No bid shall be altered or amended after the final specified time for opening bids. Request for bids and modifications or corrections thereof received after the final closing time specified will not be considered.

16. Change To Invitation to Bid. Prospective Bidders shall not change or alter this bid invitation in anyway. Award will be based on acceptance of this invitation in its entirety and vendor shall respond solely utilizing this IFB document as required.

17. No bid addendum will be issued within a period of five (5) working days prior to the time and date set for the initial bid opening. Should it become necessary to issue an amendment within the five-day period prior to the bid opening, the bid opening date will be reset giving bidders sufficient time to answer the addendum.

18. Mississippi State Hospital reserves the right, if THE MISSISSIPPI STATE HOSPITAL determines it is in the agency's best interest, to cancel the bid solicitation or reject any and all bids in whole or in part and unless otherwise specified by the bidders, to award items, parts of items or by any group of items on the bid. Also, the right is reserved to waiver minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quantity, quality, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any bidder. If insufficient information is submitted by a bidder for THE MISSISSIPPI STATE HOSPITAL to properly evaluate the offer, THE MISSISSIPPI STATE HOSPITAL 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 bidder.

19. In addition to a complete unredacted version of the bid, the bidder shall also submit a copy of the bid with all information the bidder 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. Bidder 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 determine redactions were made in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi code cited earlier in this paragraph.

    Bidder acknowledges and agrees that Mississippi State Hospital may release the redacted copy of the bid document at any time as a public record without further notice to bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed nonresponsive.

20. The eventual contract resulting from this IFB shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.

21. Bidders 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 as required by Mississippi State Code 79-4-15.01. If not already registered, at the time bid is submitted, Bidders understands that they must do so within seven (7) working days of being offered an award. This requirement does not apply to Sole Proprietors and THE MISSISSIPPI

STATE HOSPITAL reserves the right to request documentation of bidder's business status.

22. Bidders must be registered as a vendor with Mississippi's Accountability System for Government Information and Collaboration (MAGIC) prior to submission of an initial bid. Bidders may go online at mash.dfa.state.ms.us or call (601) 359-1343 for assistance with registering in Magic or submitting a bid through the Magic system. THE MISSISSIPPI STATE HOSPITAL requires that bidders submit a bid through Magic and also submit a sealed written un-redacted paper copy directly to THE MISSISSIPPI STATE HOSPITAL.

23. Bidder will provide at least three (3) references for contracts to provide services of similar size and scope to those specified in this bid invitation. References must include at least two (2) references for current contracts or those awarded within the past five (5) years. Include the name of referenced organization, telephone number, start date of services, and the name of a responsible contact person. Reference information must be provided as a part of the bid package submitted for consideration. References must not be managed or owned by the parent company or organization of the submitting vendor. References must report the vendor to be of good reputation in providing applicable services as determined, by THE MISSISSIPPI STATE HOSPITAL. **List references on EXHIBIT - A.**

24. YEARS IN BUSINESS: Indicate the length of time you have been providing the same or similar services to those specified in this bid invitation on **EXHIBIT-A.**

25. Bids (1 copy) must be submitted signed and sealed with bidder's name and address on outside of envelope, and the time **(10:00 A.M.)**, date of the bid opening **(August 19, 2026)**, and bid file number **(08.19.2026.493)** on the outside lower left corner of the envelope. Bid prices must be submitted on the form(s) provided in the bid package. All bids must be submitted in writing.

26. The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

27. The successful bidder(s) shall enter into a contract which is the same as the sample contract and its general terms and conditions attached as **EXHIBIT - B**. The total contract shall consist of this invitation for bid (to include any amendments), the proposed bid offer from bidder and the standard sample contract shown as **EXHIBIT - B and the service tasks and scope shown as Attachment - A.** No other documents shall be a part of the formal contractual agreement. In no event is a vendor to submit its own standard contract terms and conditions in response to this solicitation. This contract shall take priority over any other agreements that may be signed separately in conjunction with this invitation for bid, to include third party agreements. Successful bidder may also be required to sign THE MISSISSIPPI STATE HOSPITAL Business Associate Agreement which can be viewed by contacting the bid coordinator.

28. Negotiation Delay. If a written agreement cannot be negotiated within thirty (30) days of notification of the successful bidder, THE MISSISSIPPI STATE HOSPITAL may at its sole discretion at any time, thereafter, terminate negotiations with that bidder and

either negotiate a contract with the next qualified bidder or choose to terminate the IFB process and not enter into a contract with any of the bidders.

29. Taxes. Mississippi State Hospital is exempt from federal excise taxes and state and local sales or use taxes and bidders must quote prices which do not include such taxes. Evidence of exemption will be furnished upon request. Contractors making improvement to, additions to or repair work on real property on behalf of Mississippi State Hospital are liable for any applicable sales or use taxes on purchase of tangible personal property for use in connection with eventual contract. Contractors are likewise liable for any applicable use tax on personal property furnished to them by THE MISSISSIPPI STATE HOSPITAL for use in connection with their contracts. Contractors shall be liable for all personal property taxes that become due as a result of any awarded contract related to this Invitation for Bid.

30. Tie Bids. Low tie bids shall be awarded as specified in paragraph 5.5.8 of the State of Mississippi Office of Personal Services Contract Review Procurement Regulations.

31. Mistakes (minor informalities) in Bids, Mistakes in bids submitted shall be determined and resolved as specified in paragraph 5.5.4 of the State of Mississippi Office of Personal Services Contract Review Procurement Regulations.

32. Bid modification and withdrawal. Bids may be modified or withdrawn by written notice received in THE MISSISSIPPI STATE HOSPITAL Purchasing Office prior to the time and date set for bid opening in accordance with OPSCR rules and regulations 5.5.1 & 5.5.2.

33. Late Bids. Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late. No late bid, late modification, or late withdrawal will be considered unless receipt would have been timely but for the action or inaction of state personnel directly serving Mississippi State Hospital.

    The only acceptable evidence to establish the date of mailing shall be the U.S. Postal Service postmark or other Courier Service postmark and if the postmark is not legible, the bid package or envelope shall be processed if mailed late. Bidders submitting late bids which shall not be considered for award shall be so notified as practicable. Late bids will be handled in accordance with OPSCR Rule and Regulation 5.4.3.

34. All bidders shall sign, complete, and return the **Certifications and Assurances Form, EXHIBIT-C, and EXHIBIT- D, Acknowledgement and Authorization Form**.

35. All bidders, who respond to the invitation for bid, shall have an opportunity to request reconsideration of the intent to award as specified in OPSCR Rule and Regulation 5.6.3.

36. Bidder 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.

37. AWARD CRITERIA. Award will be made **to one (1) vendor**. Factors to be considered in determining the best bid(s) include: (1) Lowest and best overall cost (2) Conformity to Specifications (3) Responsibility of Bidder (as defined by PSCRB rules and regulations) (4) Responsiveness of Bidder (as defined by PSCRB rules & regulations). All participating vendors will be notified of THE MISSISSIPPI STATE HOSPITAL's intent to award a contract. In addition, THE MISSISSIPPI STATE HOSPITAL will identify the selected vendor and proceed to confirm terms for a final contract. The notice of award will be made available to the public.

38. It is the intent of Mississippi State Hospital 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 details along with bid for evaluation and approval.

39. All products and services bid 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 bid, if applicable, shall be new and of current production, latest design, and construction.

40. Bid openings are not open to the public. 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 bid opening. After the close of the bid opening and prior to award, the bids will be considered to be in the evaluation process and will not be available for review by bidders.

    Non-participants will be prohibited from obtaining any information relative to the bid until after the official award has been made.

POST-AWARD SPECIFICATIONS AND REQUIREMENTS

41. The successful vendor will ensure that any written material prepared, after award, by the vendor in response to the requirements of this solicitation 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 THE MISSISSIPPI STATE HOSPITAL 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 vendor, THE MISSISSIPPI STATE HOSPITAL may waive requirements if it is determined to be in the best interest of Mississippi State Hospital. This clause applies to reports and any written document submitted by the successful vendor(s) after a contract has been awarded and not prior to a bid being submitted or as part of a bid submission.

42. The successful vendor irrevocably transfer, assign, set over, and convey to Mississippi State Hospital all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copy-right able works created pursuant to any contract awarded as result of this bid invitation. The vendor further agrees to execute such documents as THE MISSISSIPPI STATE HOSPITAL may request to affect such transfer or assignment. Further the vendor agrees that the rights granted to THE MISSISSIPPI STATE HOSPITAL by this paragraph are irrevocable. The vendor's remedy in the event of termination of or dispute over any agreement entered into as a result of this solicitation shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph, Similarly, no termination of any agreement entered into a result of this solicitation shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph. THE MISSISSIPPI STATE HOSPITAL may waive this requirement if it is determined to be in the best interest of the hospital.

43. The successful vendor 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 to THE MISSISSIPPI STATE HOSPITAL, if applicable.

44. The successful vendor 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. Vendor shall also maintain not less than $1,000,000.00 each claim medical professional liability insurance. All required insurance will be endorsed to provide THE MISSISSIPPI STATE HOSPITAL 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 vendor must provide a Certificate of Insurance, showing THE MISSISSIPPI STATE HOSPITAL as certificate holder under the contractors general liability policy for the work to be performed, within seven (7) working days after notice of THE MISSISSIPPI STATE HOSPITAL intent to award a contract. Vendor shall also maintain in effect throughout the contract period workers' compensation insurance sufficient to meet or exceed the statutory minimum requirements of the State of Mississippi, as/if required by law, covering all persons performing work under this contract. The vendor shall be prepared to provide evidence of required worker's compensation insurance upon request by THE MISSISSIPPI STATE HOSPITAL at any time during the contract period.

45. The contract may be cancelled by THE MISSISSIPPI STATE HOSPITAL in whole or in part by written notice of default to the Contractor upon non-performance, violation of contract terms, delivery failure, bankruptcy, or insolvency, or the making of an assignment for the benefit of creditors. An award may then be made to the next low bidder, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Contractor (or his/her surety) shall be liable to THE MISSISSIPPI STATE HOSPITAL for cost to THE MISSISSIPPI STATE HOSPITAL in excess of the defaulted contract price. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.

46. If purchase orders or contracts are canceled because of the awarded vendor's failure to perform or request for an unspecified price increase, that vendor may be removed from our bidder's list for a period allowed and as specified and in Chapter 15 of the OPSCR Rules and Regulations.

47. 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.

48. A bidder, successful or unsuccessful, may request a post-award debriefing as specified in OPSCR Rule and Regulation 5.6.2.

49. Contractor will provide radiologist(s) for consulting services and interpretation of all images ordered (excluding echocardiograms) for the Hospital.

50. Invoices are to be billed to Mississippi State Hospital, P.O. Box 157-A, Whitfield, MS 39193, Attn: Accounts Payable.

Required Solicitation Clauses per PPRB OPSCR Rules and Regulations

51. **ACKNOWLEDGEMENT OF AMENDMENTS.** Bidders shall acknowledge receipt of any amendment to the IFB in writing. The acknowledgement shall be submitted by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. Each bidder shall submit a written acknowledgement of every amendment to the Mississippi State Hospital on or before the submission deadline.

52. **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 provision, and any litigation with respect thereto shall be brought in the courts of Mississippi.

53. **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 if this contract is not approved by PPRB or OPSCR, it is void and no payment shall be made hereunder.

54. **AVAILABILITY OF FUNDS.** It is expressly understood and agreed that the obligation of THE MISSISSIPPI STATE HOSPITAL to proceed under this 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 any time, not forthcoming or insufficient, regardless of the source of funding, THE MISSISSIPPI STATE HOSPITAL shall have the right upon 10 business days written notice to contractor, to terminate this agreement without damage, penalty, cost, or expenses to Mississippi State Hospital of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

55. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION.** By submitting a bid, the bidder 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 bidder or competitor for the purpose of restricting competition.

56. **COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY.** Contractor 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.

57. **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.

58. **CONTRACT RIGHTS.** 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.

59. **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.

60. **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 MISSISSIPPI STATE 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.

61. **EXPENSES INCURRED IN THE PROCUREMENT PROCESS.** 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 Office of Personal Service Contract Review Rules and Regulations*.

62. **MINOR INFORMALITIES AND IRREGULARITIES.** THE MISSISSIPPI STATE HOSPITAL has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create and unfair advantage for any bidder.

    If insufficient information is submitted by a bidder for THE MISSISSIPPI STATE HOSPITAL to properly evaluate the offer, THE MISSISSIPPI STATE HOSPITAL 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 bidder.

63. **OFFERORS 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, to the Agency prior to contract execution.

64. **PAYMODE.** Payments by THE MISSISSIPPI STATE 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 the Contractor's choice. THE MISSISSIPPI STATE 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 Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency. Please see **Exhibit - E** for applicable rules and the signature page which must be signed and returned with your bid.

65. **PROCUREMENT REGULATIONS.** This solicitation 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 responding to a solicitation for personal or professional services and any contractor doing business with a state agency is deemed to be on notice of all requirements therein.

66. **PROPERTY RIGHTS.** Property rights do not inure to any Bidder until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision

of work thereunder. THE MISSISSIPPI STATE HOSPITAL is under no obligation to award a contract and may terminate a legally executed contract at any time.

67. **REPRESENTATION REGARDING GRATUITIES.** Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of THE MISSISSIPPI STATE HOSPITAL a gratuity or offer or 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 THE MISSISSIPPI STATE 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 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.

68. **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 Offeror acknowledges and agrees that THE MISSISSIPPI STATE HOSPITAL and this contract are subject to the *Mississippi Public Records Act of 1983* codified at Mississippi Code Annotated 25-61-1, at 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, at seq.

69. **STOP WORK ORDER.** THE MISSISSIPPI STATE 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 MISSISSIPPI STATE HOSPITAL. Upon receipt of such an order, contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further costs to THE MISSISSIPPI STATE HOSPITAL. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless THE MISSISSIPPI STATE HOSPITAL has terminated that part of the agreement or terminated the agreement in its entirety. THE MISSISSIPPI STATE HOSPITAL is not liable for payment for services which were not rendered due to the stop work order.

70. **TERMINATION.** *Termination for Convenience.* THE MISSISSIPPI STATE 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 MISSISSIPPI STATE 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 MISSISSIPPI STATE 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 MISSISSIPPI STATE HOSPITAL may terminate the contract for default, and the Contractor will be liable for the additional cost to THE MISSISSIPPI STATE 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.

SECTION 2 SERVICE TASKS/SCOPE

2.1 **Purpose.** The Mississippi State Hospital seeks to contract with 1 vendor to provide radiologist(s) for consulting services and interpretation which meet all applicable regulations and that comply with Joint Commission standards.

2.2 **Background.** Mississippi State Hospital (MSH) is a large psychiatric Hospital and is the largest facility operated by the Mississippi Department of Mental Health. It is located about fifteen miles Southeast of the Jackson International Airport on County Road 468. HOSPITAL was completed in 1935. The Hospital has an average daily census of **223** patients. **Hospital also consists of Jaquith Nursing Home (JNH) which has a daily average census of 180. Patients are housed in approximately 15 buildings on the MSH campus.** All divisions of HOSPITAL are accredited by the Joint Commission. The operational divisions of HOSPITAL are acute adolescent and adult psychiatric care along with a nursing home and acute medical Hospital. **Hospital admits patients based on their need and not on their ability to pay per Miss Code Ann Section 41-4-7. Therefore, a large indigent patient population exists across our psychiatric facility. The majority of psychiatric patients who are insurable have Medicare. Residents of our nursing home generally have both Medicaid and Medicare.**

2.3 **Scope.** The mission of the successful contractor shall be to provide radiologist(s) for consulting services and interpretation of all images ordered (excluding echocardiograms) for the Hospital and its patients to include patients at MSH, JNH, WMSH and/or any Department of Mental Health subordinate facilities.

2.4 Vendor Tasks & Requirements

A. Successful vendor will provide radiologist(s) for consulting services and interpretation of all images ordered (excluding echocardiograms) for the Hospital.

B. Successful vendor will ensure consulting services and interpretation of all exams ordered are viewed, interpretation report dictated and signed upon transcription.

C. Successful vendor will review and notify radiology staff of their preferred and/or appropriate protocols.

D. Successful vendor agrees to provide services 7 days a week, 24 hours a day, 365 days a year.

E. Successful vendor agrees to immediately notify the radiology technologist or ordering provider should a reading be deemed an emergency as per policy, and to consult with providers regarding images or findings as needed.

F. Successful vendor will be Joint Commission Accredited or have 5 or less Radiologist that can be credentialed by MSH.

G. Successful vendor will assign a supervising radiologist.

- Supervising Radiologist reviews the annual equipment evaluation of ultrasound and x-ray equipment as requested by the Facility. Supervising Radiologist's review of evaluations and reports is performed remotely and not on-site. Facility is solely responsible for equipment maintenance and inspections, and scheduling and performing required equipment inspections, as well as any corrective action needed.
- Supervising Radiologist can review licensing credentials of ultrasound and -radiology staff as requested by Facility. Facility is responsible for verifying radiology staff credentials and certifying their ability to perform their job both initially and ongoing,
- Supervising Radiologist reviews Facility's policy and procedure manual if needed and requested annually. Supervising Radiologist may suggest changes to Facility's manual, but Facility is ultimately responsible for the content of its manual and implementing any changes. Facility is responsible to submit manual via email prior to deadline date.
- Supervising Radiologist reviews dosimeter reports as requested by facility for abnormal variances if requested. Facility is responsible for having a policy in place to address abnormal findings and for implementation of that policy. Supervising Radiologist's review of evaluations and reports is performed remotely and not on-site.
- Supervising Radiologist can review quality of radiology staff work solely by quality assurance (QA) process to review a sample of exams submitted through the PACS system if requested by the Facility. No onsite direct evaluation will be provided.

H. Hospital utilizes Novarad PACs system and successful vendor must use Novarad or pay for interface to Novarad if another PACs system is required.

2.5 Reporting Requirements. Vendor's turnaround time from the radiologist's receipt of THE IMAGE to the return of the report shall not exceed twenty-four (24) hours.

2.6 Place of Performance. Vendor shall provide interpretations remotely.

2.7 Period of Performance. Vendor(s) shall provide required services for a period of four (4) years beginning on approximately within 90 days after the notice of award(s) are issued or on or before October 8, 2026 when approved.

Section - III
Procurement Schedule/Execution Page - MSH Bid File: 08.19.2026.493
RFX: 3160008143
Radiology Consulting and Interpretation of Images

Diagnostic X-ray	$_____	per study/procedure
Ultrasound (excluding echocardiograms)	$_____	per study/procedure
CT head or body, with or without contrast	$_____	per study/procedure
CT Ab/Pelv	$_____	per study/procedure

ADDITIONAL FEE FOR Radiology Supervision Services: $ _____ PER MONTH.

BIDS WILL BE OPENED: 10:00 A.M. Wednesday, August 19, 2026, Building 93, Mississippi State Hospital.

I certify that I am authorized to enter a binding contract if this bid is accepted. By signing below, the undersigned agrees to all terms and conditions of the Invitation for Bid, including attachments in whole, and with exception of those amendments as acknowledged in writing to bidder and signed by a duly authorized agent of THE MISSISSIPPI STATE HOSPITAL.

Bidders shall acknowledge which of the following statements is applicable regarding release of its bid document as a public record. A bidder may be deemed non-responsive if the bidder does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged.

Please carefully read each statement below and select one.

_____ Along with a complete copy of its bid, bidder has submitted a second copy of the bid document in which all information bidder deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Bidder acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that MSH may release the redacted copy of the bid document at any time as a public record without further notice to bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.

_____ Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by MSH at any time without notice to bidder. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated 25-61-9(1)(a). The bid contains no information bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A bidder who selects this option but submits a redacted copy of its bid may be deemed nonresponsive.

By signing below, the undersigned agrees to all terms and conditions of the Invitation for Bid, including attachments in whole, and with exception of those amendments as acknowledged in writing to bidder and signed by a duly authorized agent of MSH.

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

Amendment No. 1 ( ) Amendment No.2 ( ) Amendment No.3. ( )Amendment No.4 ( )
Vendor's Quotation No. _____Date_____

Name Of Company _____ Telephone _____

Address _____

City/State/Zip Code_____

By_____ Title _____

(Signature)

The above must be completed and signed as a requirement with the bid submission.

We submit the above prices on behalf of_____(Vendor) and agree to provide services within days from receipt of order or notice to proceed. Unless notified to the contrary, this offer is good for 90 days from the date of the bid opening. In submitting the above bid, it is expressly agreed that upon proper acceptance of any or all items by THE MISSISSIPPI STATE HOSPITAL, a contract shall hereby be created only after a written purchase order or contract award notice is mailed or otherwise furnished to the successful bidder within the time of acceptance specified above without further action by either party. The contract shall not be assignable by the vendor in whole or in part without the written consent of Mississippi State Hospital.

Sandy Jordan, Procurement Director

REFERENCE PAGE - EXHIBIT A

COMPANY NAME	CONTACT PERSON	TELEPHONE	ADDRESS	DATE OF LAST SERVICE/SALE

NOTE: ALL REFERENCES WILL BE CONTACTED AND THEY MUST REPORT THE BIDDER TO BE OF GOOD REPUTATION IN PROVIDING SERVICES THE SAME AS THOSE REQUESTED IN THIS IFB.

YEARS IN BUSINESS

Indicate the length of time you have been in business providing the services requested in this invitation for bid: _____Years and _____Months

NOTE: REFERENCES WILL BE ASKED TO PROVIDE A PASS/FAIL REPUTATION RATING FOR THE BIDDER. AT LEAST TWO OF THE REFERENCES MUST REPORT THE VENDOR TO HAVE A PASS REPUTATION RATING IN ORDER FOR THE VENDOR TO BE CONSIDERED FOR BID AWARD.

EXHIBIT - B
SAMPLE CONTRACT

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 Attachment 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 Attachment 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 _____.

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:* Amy N. Carruth *Title:* Hospital Director

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.

Amy D. Carruth Director Mississippi State Hospital	Date
Independent Contractor	Date

ATTACHMENT – A
SERVICE REQUIREMENTS

SECTION 2 SERVICE TASKS/SCOPE

2.1 **Purpose.** The Mississippi State Hospital seeks to contract with 1 vendor to provide radiologist(s) for consulting services and interpretation which meet all applicable regulations and that comply with Joint Commission standards.

2.2 **Background.** Mississippi State Hospital (MSH) is a large psychiatric Hospital and is the largest facility operated by the Mississippi Department of Mental Health. It is located about fifteen miles Southeast of the Jackson International Airport on County Road 468. HOSPITAL was completed in 1935. The Hospital has an average daily census of 223 patients. **Hospital also consists of Jaquith Nursing Home (JNH) which has a daily average census of 180. Patients are housed in approximately 15 buildings on the MSH campus.** All divisions of HOSPITAL are accredited by the Joint Commission. The operational divisions of HOSPITAL are acute adolescent and adult psychiatric care along with a nursing home and acute medical Hospital. **Hospital admits patients based on their need and not on their ability to pay per Miss Code Ann Section 41-4-7. Therefore, a large indigent patient population exists across our psychiatric facility. The majority of psychiatric patients who are insurable have Medicare. Residents of our nursing home generally have both Medicaid and Medicare.**

2.3 **Scope.** The mission of the successful contractor shall be to provide radiologist(s) for consulting services and interpretation of all images ordered (excluding echocardiograms) for the Hospital and its patients to include patients at MSH, JNH, WMSH and/or any Department of Mental Health subordinate facilities.

2.4 **Vendor Tasks & Requirements**

A. Successful vendor will provide radiologist(s) for consulting services and interpretation of all images ordered (excluding echocardiograms) for the Hospital.

B. Successful vendor will ensure consulting services and interpretation of all exams ordered are viewed, interpretation report dictated and signed upon transcription.

C. Successful vendor will review and notify radiology staff of their preferred and/or appropriate protocols.

D. Successful vendor agrees to provide services 7 days a week, 24 hours a day, 365 days a year.

E. Successful vendor agrees to immediately notify the radiology technologist or ordering provider should a reading be deemed an emergency as per policy, and to consult with providers regarding images or findings as needed.

F. Successful vendor will be Joint Commission Accredited or have 5 or less Radiologist that can be credentialed by MSH.

G. Successful vendor will assign a supervising radiologist.

- Supervising Radiologist reviews the annual equipment evaluation of ultrasound and x-ray equipment as requested by the Facility. Supervising Radiologist's review of evaluations and reports is performed remotely and not on-site. Facility is solely responsible for equipment maintenance and inspections, and scheduling and performing required equipment inspections, as well as any corrective action needed.
- Supervising Radiologist can review licensing credentials of ultrasound and -radiology staff as requested by Facility. Facility is responsible for verifying radiology staff credentials and certifying their ability to perform their job both initially and ongoing,
- Supervising Radiologist reviews Facility's policy and procedure manual if needed and requested annually. Supervising Radiologist may suggest changes to Facility's manual, but Facility is ultimately responsible for the content of its manual and implementing any changes. Facility is responsible to submit manual via email prior to deadline date.
- Supervising Radiologist reviews dosimeter reports as requested by facility for abnormal variances if requested. Facility is responsible for having a policy in place to address abnormal findings and for implementation of that policy. Supervising Radiologist's review of evaluations and reports is performed remotely and not on-site.
- Supervising Radiologist can review quality of radiology staff work solely by quality assurance (QA) process to review a sample of exams submitted through the PACS system if requested by the Facility. No onsite direct evaluation will be provided.

H. Hospital utilizes Novarad PACs system and successful vendor must use Novarad or pay for interface to Novarad if another PACs system is required.

2.5 Reporting Requirements. Vendor's turnaround time from the radiologist's receipt of THE IMAGE to the return of the report shall not exceed twenty-four (24) hours.

2.6 Place of Performance. Vendor shall provide interpretations remotely.

2.7 Period of Performance. Vendor(s) shall provide required services for a period of four (4) years beginning on approximately within 90 days after the notice of award(s) are issued or on or before October 8, 2026 when approved.

ATTACHMENT – B
BIDDER PRICING FORM
(TO BE INCLUDED AFTER BID AWARD)

EXHIBIT – C
CERTIFICATIONS AND ASSURANCES

EXHIBIT - C

CERTIFICATIONS AND ASSURANCES

I/We make the following certifications and assurances as a required element of the bid 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 bidder represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the bidder cannot make such a representation , a full and complete explanation shall be submitted in writing with the bidder's response.

2. Representation Regarding Gratuities. The bidder 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 bidder. Bidder 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 bid the bidder 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 bidder or competitor for the purpose of restricting competition.

4. Certification of Non-Debarment. By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids 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 bids for contracts issued by any political subdivision or agency of the State of Mississippi.

_____

Signature of Bidder

_____

Title

_____

Date

EXHIBIT – D
BID ACKNOWLEDGEMENT AND AUTHORIZATION FORM

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

EXHIBIT - D

BID ACKNOWLEDGEMENT AND AUTHORIZATION FORM
FOR PROPOSED AGREEMENT ON MSH RADIOLOGY CONSULTING AND INTERPRETATION SERVICES

1. The undersigned hereby acknowledges that he/she has read and understands the specifications, requirements, and proposed agreement regarding radiology consulting and interpretation services issued by Mississippi State Hospital (MSH). He/she further acknowledges that the bidder's proposed services fully meet or exceed those as specified in Mississippi State Hospital Invitation for Bid (IFB) for radiology consulting and interpretation services dated **July 15, 2026**. Additionally, the bidder agrees that all of its bid documents and responses to the aforementioned Invitation for Bid 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 Invitation for Bid 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 IFB for radiology consulting and interpretation services in whole, with exception of those amendments as acknowledged in writing to bidder 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

EXHIBIT – E
PAYMODE

EXHIBIT - E

MISSISSIPPI DEPARTMENT OF FINANACE 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.