

**New Contract Submission
Invitation for Bids**

PPRB OPSCR Rules and Regulations Chapter 5

Agency Mississippi State Hospital

Contractor Memphis Pathology (AEL)

Period of Performance 5/8/2026 - 5/7/2031 (including 1 year renewal)

Spending Authority Requested \$777,415.00

Projected Contract Lifecycle and Budget

Contract Term	Start Date	End Date	Projected Budget
Initial 4 year term	5/8/2026	5/7/2030	\$ 621,932.00
1 year renewal	5/8/2030	5/7/2031	\$ 155,483.00

List the initial term and all renewal periods in the Contract Term column. For example, if you are submitting a three-year contract with two optional one-year renewals, you would list "Initial Term"; "Renewal Year 1"; "Renewal Year 2". List the anticipated start and end date of each period and the amount the Agency anticipates it will spend in each period. If the Contract is for more than 5 years, provide the Agency's authority to enter a contract for a term longer than five years pursuant to Rule 14.3.1 in the **Notes** section below and provide all supporting documentation.

Contract Number 8200085668

If multiple contracts were awarded for the same IFB, list them in the **Other Associated Numbers in MAGIC** section below. For each contract, you must complete page 1, the Contract section, and the Contract Approval section for each contract.

Solicitation RFX Number 3160007859

Other Associated Numbers in MAGIC _____

Notes (any comments or information you want to provide to OPSCR)

Preliminary Considerations

Introduction; Chapter 4

Did the Agency seek guidance from DFA or ITS regarding whether this contract is subject to the PPRB's purview or the ITS Board's purview? Yes No

If yes, please identify the DFA and/or ITS staff member(s) who assisted you

Name _____ Email _____ Agency _____

Name _____ Email _____ Agency _____

Documentation of the request and the response received should be submitted to OPSCR (ex email thread).

Did the Agency issue a Request for Information prior to issuing the solicitation? Yes No

The following people attended and/or responded to the RFI (name and company)

_____	_____
_____	_____
_____	_____
_____	_____

The Public Notice required by Sections 4.2 and 4.3 and the written determination required by Section 4.5 shall be submitted to OPSCR.

Content of the Invitation for Bids

Section 5.1; Appendix E

List the page number(s) in the Invitation for Bids where the following information is located

- 1, 5 Bid submission requirements
- 16-17 Bid form
- 6, 13-15 Other forms bidder is required to submit (if any)
- 13-15 Minimum qualifications
- 13-15 Description of services being procured
- 20-32 Contract terms and conditions
- 4 Statement that the Agency may cancel the solicitation
- 4 Statement that the Agency may reject any bid submitted
- 9 Statement that bidder arrived at price independently without collusion
- 3, 6 Opportunity to request reconsideration of the terms of the solicitation
- 2, 6, 16 Requirement that redacted copy of bid be submitted
- 4, 16 Notice that vendor is subject to exclusion if redactions made in bad faith
- 4, 16 Notice that redacted bid is a public record
- 8, 17 Requirement that bidders acknowledge every amendment
- 17 Acknowledgement of Amendments Clause
- 9 Applicable Law Clause
- 9 Approval Clause
- 9 Availability of Funds Clause

<u>9</u>	Certification of Independent Price Determination Clause
<u>9</u>	Compliance with Equal Opportunity in Employment Policy Clause
<u>9</u>	Compliance with Laws Clause
<u>9</u>	Contract Rights Clause
<u>9</u>	E-Payment Clause
<u>10</u>	E-Verification Clause
<u>10</u>	Expenses Incurred in the Procurement Process Clause
<u>10</u>	Minor Informalities and Irregularities Clause
<u>10</u>	Offeror's Representation Regarding Contingent Fees Clause
<u>10</u>	Paymode Clause
<u>11</u>	Procurement Regulations Clause
<u>11</u>	Property Rights Clause
<u>11</u>	Representation Regarding Gratuities Clause
<u>11</u>	Required Public Records and Transparency Clause
<u>11</u>	Stop Work Order Clause
<u>12</u>	Termination Clause

Public Notice
 Section 5.2
 Documentation which proves compliance with all regulations is required.

Date on Agency website 2/11/2026 Date on Procurement Portal** 2/11/2026
 Newspaper(s) Where Advertised Rankin County News

 First Ad Date 2/11/2026 Second Ad Date 2/18/2026

Does the Newspaper Advertisement contain

• Agency Name	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
• Services Sought	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
• Rfx Number	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
• Agency Official's Name	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
• Contact Information for Agency Official	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
• Bid Submission Deadline	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
• Means to Obtain Full IFB	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

The IFB was furnished directly to the following potential bidders (at least 3 required)

MS Baptist Medical Center _____

Memphis Pathology Laboratories _____

Quest Diagnostics _____

** Throughout this document, any reference to the Procurement Portal refers to the Buying and Selling to Government in Mississippi website https://www.ms.gov/dfa/contract_bid_search/Home/Sell. Use MAGIC to post your Solicitation, Amendments, and Notice of Intent to Award to this website. If you need assistance with posting to the Procurement Portal, contact the MMRS helpdesk at mash@dfa.ms.gov.

New Contract Submission
Invitation for Bids

Date set for Receipt of Bids 3/23/2026

If the date set for receipt of bids is not at least 30 days following the date of public notice, a written determination explaining why a shorter advertising time was needed and how and why the shorter time was reasonable under the circumstances. An Agency which received PPRB approval to advertise for less than 14 calendar days shall include the PPRB minutes with the written determination.

The following potential bidders requested reconsideration of the terms of the solicitation

None

Potential Bidder

Date Request Received by Agency

Potential Bidder	Date Request Received by Agency
_____	_____
_____	_____
_____	_____

Date Request & Agency Response Posted to the Agency Website _____

Date Request & Agency Response Posted to the Procurement Portal _____

Date Request & Agency Response Sent to all Prospective Bidders _____

If the date listed above was less than 14 days prior to the bid submission deadline, a written determination is required that the amount of time allotted between the Agency's decision was issued prior to the bid submission deadline was reasonable under the circumstances. See Section 5.2.4.1. If more than one request for reconsideration was received and the agency did not post the response to all requests on the same day, the agency should supplement this form with the date each response was posted on the Agency website, posted on the procurement portal, and sent directly to all prospective bidders.

Amendments to the IFB

Section 5.3.4

Documentation which proves compliance with all regulations is required.
Provide as many copies of this form as necessary to report all Amendments.

There were no Amendments to the IFB

Amendment # _____ Date Posted on Procurement Portal _____

Posted on the Agency Website _____ Sent to all Prospective Bidders _____

Signed Acknowledgment of Amendments Received from all Bidders? Yes No

Amendment # _____ Date Posted on Procurement Portal _____

Posted on the Agency Website _____ Sent to all Prospective Bidders _____

Signed Acknowledgment of Amendments Received from all Bidders? Yes No

Amendment # _____ Date Posted on Procurement Portal _____

Posted on the Agency Website _____ Sent to all Prospective Bidders _____

Signed Acknowledgment of Amendments Received from all Bidders? Yes No

If the bid submission deadline is less than 14 days following the posting of any amendment to the IFB, provide a brief memorandum explaining your compliance with the requirement in Section 5.3.4.2 that Amendments be posted within a reasonable time to allow Bidders to consider them in preparing their bids.

Pre-Submission Requirements
Section 5.3

Letters of Intent Required? Yes No

Deadline to submit Letters of Intent _____

Deadline must be not less than 14 calendar days after the date of public notice.

Letters of Intent received from the following Potential Bidders

_____	_____
_____	_____
_____	_____
_____	_____

Pre-Bid Conference Held? Yes No IFB Page # with Notice of Conference _____

Date of Conference _____

Conference must not be less than 14 calendar days after the date of public notice.

Location of Conference _____

Amendment # Resulting from the Pre-Bid Conference _____

Representatives from the following Potential Bidders attended

_____	_____
_____	_____
_____	_____
_____	_____

Questions Due 3/4/2026 No Questions Submitted

Answers Posted _____ Amendment # _____

Bid Receipt, Opening, and Evaluation
Sections 5.4 and 5.5

Bids received from the following Bidders

MS Baptist Medical Center _____

Memphis Pathology Laboratories _____

New Contract Submission
Invitation for Bids

- | | | |
|--|------------------------------|--|
| Were any bids received after the submission deadline? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Were any bids received in a manner non-compliant with the IFB? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Did any Bidder withdraw its Bid? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Did any Bidder modify its Bid? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Did the Agency request any Bidder to confirm its Bid? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Did the Agency waive any minor informalities? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Did any Bidder offer more comprehensive services than requested? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Did any Bidder submit multiple or alternate bids? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Were there any low-tie bids? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Were any conditional bids received? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

If the answer to any of the above questions is yes, explain the facts and how the agency addressed the issue in compliance with Sections 5.4 and 5.5 and the relevant subsections.

Were all Bidders deemed Responsive? Yes No
List Bidders deemed non-responsive and explanation for that determination

Date Non-Responsive Bidders Notified _____

Were all Bidders deemed Responsible? Yes No
List Bidders deemed non-responsible and explanation for that determination

Date Non-Responsible Bidders Notified _____

Notice of Intent to Award

Section 5.6.1

Documentation which proves compliance with all regulations is required.

Successful Bidder(s) MS Baptist Medical Center

The Notice of Intent to Award contains

- Names of all Bidders in order of overall price? Yes No
- Each bidder's specific price? Yes No
- Identity of non-responsive/non-responsible bidders? Yes No N/A
- Identity of intended awardee? Yes No
- Notice of debriefing? Yes No N/A
- Notice of opportunity to request reconsideration? Yes No
- Notice Agency Procurement File is on website? Yes No

Date Notice of Intent to Award Posted to Agency Website 3/23/2026

Date Agency Procurement File Posted to Agency Website 3/23/2026

Date Notice of Intent to Award posted to the Procurement Portal 3/23/2026

Date Notice of Intent to Award sent to all Bidders 3/23/2026

Contract awarded to the lowest priced responsive and responsible Bidder? Yes No

Debriefings

Section 5.6.2

Was a debriefing offered? Yes No

If yes, have all debriefings been completed? Yes No

If no, what is the anticipated date of completion? _____

The debriefings must be completed and the memorandum required by Section 5.6.2 must be submitted to OPSCR prior to the date of the PPRB meeting.

Request for Reconsideration of the Intent to Award

Section 5.6.3

Provide as many copies of this form as necessary to report all Requests for Reconsideration

The following bidders requested reconsideration of the intent to award

None

Bidder

Date Request Received by Agency

Bidder	Date Request Received by Agency
_____	_____
_____	_____
_____	_____
_____	_____

New Contract Submission
Invitation for Bids

Date Request & Agency Response Posted to the Agency Website _____
 Date Request & Agency Response Posted to the Procurement Portal _____
 Date Request & Agency Response Sent to all Prospective Bidders _____

If more than one request for reconsideration was received and the agency did not post the response to all requests on the same day, the agency should supplement this form with the date each response was posted on the Agency website, posted on the procurement portal, and sent directly to all prospective bidders.

Contract
Chapter 14, Appendix E

Provide the IFB and contract page number for the following	IFB	Contract
• Services to be performed/deliverables to be provided	<u>13-15</u>	<u>52-56</u>
• Period of performance	<u>15</u>	<u>1</u>
• Cost of services (fixed-price; cost reimbursement; etc)	<u>13</u>	<u>2</u>
• Insurance and/or bonding requirements	<u>7-8</u>	<u>Att-G</u>
• Price adjustment language	<u>13</u>	<u>2, 6-7</u>

Explain any discrepancies between the IFB language and the contract language regarding the above matters, if any.

State the page number in the contract where the following required clauses are located

- 2 Applicable Law Clause
- 6 Approval Clause
- 2 Availability of Funds Clause
- 3 Compliance with Equal Opportunity in Employment Policy Clause
- 3 Compliance with Laws Clause
- 4 E-Payment Clause
- 5 E-Verification Clause
- 10 No Limitation of Liability
- 6 Paymode Clause
- 3 Procurement Regulations Clause
- 4 Property Rights Clause
- 2 Representation Regarding Contingent Fees Clause
- 2 Representation Regarding Gratuities Clause
- 3 Required Public Records and Transparency Clause
- 5 Stop Work Order Clause
- 4 Termination Clause

Contract Approval Sections 1.2.1, 1.2.2, 5.6.4, and 14.8	
Date Submitted to OPSCR	<u>4/1/2026</u>
Requested PPRB Meeting Date	<u>5/6/2026</u>
Contract Effective Date*	<u>5/8/2026</u>
*The Contract Effective Date cannot be prior to the PPRB Meeting Date.	
The contract requires regulatory board approval (other than PPRB)? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Board	_____
Expected Board Meeting Date	_____
A copy of the Minutes showing the Regulatory Board approved the contract is required before final approval.	
Contractor is qualified to do business in the State per Miss. Code §79-4-15.01? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Provide documentation of registration and good standing with the Mississippi Secretary of State.	
Insurance Requirements in Contract (type of insurance <u>and</u> amount)	
General Liability	\$ <u>1,000,000.00</u>
Workers Compensation	\$ <u>Statutory Minimum</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
A current Certificate of Insurance reflecting the required coverage must be submitted to OPSCR.	
Does the contract require that the Agency be listed as an Additional Insured? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
What is the funding source for this contract?	
<u>100</u> % State General Funds	
_____ % Federal Funds	
_____ % Grant Funds (describe Grant) _____	
_____ % Other (describe) _____	
Did the agency submit the procurement to OPSCR for a compliance review as described in Section 1.2.3 during the procurement process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If yes, all communication with OPSCR during the compliance review regarding the review shall be submitted with the contract.	
Was there a conflict between the procurement requirements of the funding source and the PPRB OPSCR Rules and Regulations? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If yes, the memo required by Section 1.3.2 shall be submitted to OPSCR.	
Did the agency take any specific action to preserve the procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If yes, the memorandum required by Section 1.4.8.1 shall be submitted to OPSCR.	

New Contract Submission
Invitation for Bids

Did the Agency make decision(s) during the procurement process implicating the principles of competition, fairness, and transparency? Yes No

If so, explain the facts underlying the decision and the legitimate business purpose supporting the agency's decision.

Has the Agency Head delegated authority to a designee to execute the contract? Yes No

If yes, the memorandum required by Section 14.9 shall be submitted to OPSCR.

Are these services currently being provided to the Agency? Yes No

If yes, who is currently providing the services? Memphis Pathology (AEL)

Agency Representative for PPRB Meeting Jennifer Diez and Lee Varner

Email Address jennifer.diez@msh.ms.gov lee.varner@msh.ms.gov Telephone Number 601-351-4915 601-351-8246 or 8275

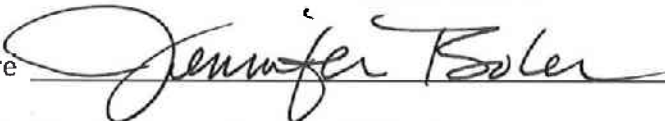
Responsible Agency Official Jennifer Boler

Title Contract Analyst

Telephone Number 601-351-8365

Email Address jennifer.boler@msh.ms.gov

By signing below, I certify that all information provided herein and/or uploaded to MAGIC is true, correct, and complete to the best of my knowledge.

Signature  Date 4/1/2026

OPSCR USE ONLY

Primary Analyst _____ Signature _____

Secondary Analyst _____ Signature _____

NOTES

Agency Procurement File
Appendix D

Rule Reference	Required Documentation	May or May Not be Applicable	Mandatory	Post on Website with Notice of Intent to Award	Submit to OPSCR	Agency File
0.1	Purview Determination Communication with DFA and/or ITS regarding purview of the procurement	X			X	X
1.1.8	PPRB's Discretionary Authority Any requests for exceptions to regulatory or statutory requirements	X		X	X	X
1.2.3	Compliance Review Documentation regarding any compliance review(s) previously conducted by OPSCR	X			X	X
1.3.2	Funding Source Conflict Written determination of conflict with funding source procurement rules; action taken	X		X	X	X
1.4.2	Competition, Fairness, and Transparency Legitimate business reason(s) for decisions impacting competition, fairness, or transparency of procurement	X		X	X	X
1.4.8	Preservation of Procurement A memorandum explaining any decisions made to preserve the procurement	X		X	X	X
1.4.9	Authorized to do Business in the State Contractor's registration with the Mississippi Secretary of State (good standing)		X		X	X
Chapter 4	Request for Information Content of RFI, proof of publication, responses received, required written determination	X			X	X

Rule Reference	Required Documentation	May or May Not be Applicable	Mandatory	Post on Website with Notice of Intent to Award	Submit to OPSCR	Agency File
5.1	Invitation for Bids Full solicitation document as issued by the Agency		X	X	X	X
5.2	Public Notice Proof of publication in the newspaper, procurement portal, website, and direct solicitation of 3 bidders; written determination if advertising less than 30 days		X	X	X	X
5.2.4	Request for Reconsideration of the Terms of the Solicitation Any requests received; the Agency response; proof of distribution of the Agency response directly to bidders, on website, and on procurement portal; memorandum regarding reasonable time between response and submission deadline (if applicable)	X		X	X	X
5.3.1	Letters of Intent A copy of all letters of intent received by the Agency	X		X	X	X
5.3.2	Pre-Bid Conference Record of attendees, recording of the conference (if one is made), any documentation provided to conference attendees, amendments issued to the IFB	X		X	X	X
5.3.4	IFB Amendments (including Q&A) All amendments issued; proof of distribution directly to bidders, on website, and on procurement portal; memo regarding reasonable time for distribution (if applicable)	X		X	X	X
5.4	Receipt and Register of Bids Register of bids; proof of date and time all bids were received; written determination regarding consideration of late bids (if applicable)		X	X	X	X
5.4 and 5.7	All Bids Received Full copies of all bids submitted to OPSCR; redacted copies posted on Agency website; documentation regarding any bid returned to the bidder and the reason(s) therefor.		X	X	X	X

Rule Reference	Required Documentation	May or May Not be Applicable	Mandatory	Post on Website with Notice of Intent to Award	Submit to OPSCR	Agency File
5.5.5	Acknowledgement of Amendments Every bidder's acknowledgement of every amendment (in writing)	X		X	X	X
5.5	Evaluation of Bids Documentation regarding responsive/responsible determination and evaluation of price		X	X	X	X
5.5.1 and 5.5.10	Bid Irregularities Documentation regarding modification, withdrawal, or confirmation of bids; any minor informalities waived by the Agency; resolution of low tie bids; or single bid received	X		X	X	X
5.6.1	Notice of Intent to Award Notice of Intent to Award and proof of distribution directly to bidders, on website, and on procurement portal, information regarding debriefings, requests for reconsideration, and the Agency Procurement File on the website (screenshot)		X	X	X	X
5.6.2	Debriefings List of bidders requesting debriefing; when conducted; any other documentation	X			X	X
5.6.3	Request for Reconsideration of the Intent to Award Any requests received; the Agency response; proof of distribution of the Agency response directly to bidders, on website, and on procurement portal	X		X	X	X
5.6.4	PPRB Approval Correspondence with OPSCR, PPRB agenda, PPRB minutes with approval, Notice of Contract Award		X			X
5.7	Rejection of Individual Bids Correspondence regarding rejection of individual bids; disposition of bids	X		X	X	X

Rule Reference	Required Documentation	May or May Not be Applicable	Mandatory	Post on Website with Notice of Intent to Award	Submit to OPSCR	Agency File
5.7	Cancellation Notice of cancellation and proof of distribution; required written determination; information regarding disposition of bids	X				X
Chapter 14	Contract Full contract submitted to OPSCR; contract with trade secrets redacted on website		X	X	X	X
14.8.3	Regulatory Board Approval Board minutes or letter from board chair confirming approval	X			X	X
14.9	Agency Head Designee for Contract Execution Written delegation by the Agency Head for designee to execute contracts	X			X	X
Appendix E	Exception Request for Required Clauses Letter from Agency legal counsel requesting exception; approval by OPSCR	X			X	X

BID DOCUMENTS

RANKIN COUNTY NEWS • P.O. BOX 107 • BRANDON, MS 39043

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 18TH DAY OF FEBRUARY, 2026, personally came Marcus Bowers, publisher of the Rankin County News

a weekly newspaper printed and published in the City of Brandon, in the County of Rankin and State aforesaid, before me the undersigned officer and for said County and State, who being duly sworn, deposes and says that said newspaper has been published for more than 12 months prior to the first publication of the attached notice and is qualified under Chapter 13-3-31, Laws of Mississippi, 1936, and laws supplementary and amendatory thereto, and that a certain

NOTICE TO OFFERORS
Invitation for Bids will be received by Jennifer Boler, Contract Analysts, Mississippi State Hospital, Building 93, P.O. Box 157-A, 3550 Hwy 460 West, Whitefield, MS 39193, up to and no later than 1:00 P.M. Monday, March 23, 2026, for the following goods and/or services with a projected contract start date of May 0, 2026.

MISH BID FILE: 03.23.2026.241
(REFERENCE LAB SERVICES)
RTX: 3160007659

At which time they will be opened. Invitation for Bid documents and/or information may be obtained from: Jennifer Boler, Contract Analysts, P.O. Box 157-A/3550 Hwy 460 West Whitefield, MS 39193
Telephone: (601) 351-6345
Fax: (601) 351-6031
E-Mail: jennifer.boler@msdh.ms.gov

Mississippi State Hospital reserves the right to waive minor informalities and to reject any and all bids. Mississippi State Hospital also reserves the right to amend specifications or change the opening date upon reasonable notice to all who are known to have examined or requested a copy of the specifications from the designated authority.

Sincerely,
Jennifer Boler
Contract Manager
February 11, 16, 2026
3160

NOTICE TO OFFERORS

LAB SERVICES

a copy of which is hereto attached, was published in said newspaper two (2) consecutive weeks, as follows, to-wit:

Vol 178 No. 32 on the 11th day of February, 2026

Vol 178 No. 33 on the 18th day of February, 2026

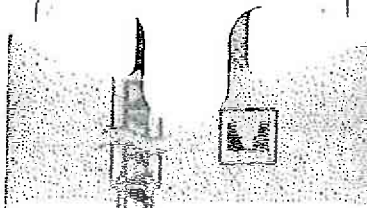
Marcus Bowers
MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 18th day of February, 2026

Frances Conger Notary Public
FRANCES CONGER
My Commission Expires: January 25, 2030

PRINTER'S FEE: (12 cents per word for first insertion and 10 cents per word for each subsequent insertion)

<u>168</u> words at <u>.22</u> per word.....	<u>\$36.96</u>
Proof of Publication (2)	<u>6.00</u>
TOTAL	<u>\$42.96</u>





Mississippi State Hospital



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- Directions

[Home > Bids and public notices](#)

Bids and public notices

[IFB 33-2026-241 RFX-3150007359 REFERENCE LABORATORY SERVICES](#)

[Forensic Psychiatrist RFX-3150006704](#)

[JNH and IPS Weekend RNS](#)

[Notice of Cancellation Reference Laboratory Services IFB 12-30-2025-101 RFX-3150007772](#)

[Questions and Answers RFX-3150006568](#)

[Notice of Intent to Award Forensic Psychiatrist 2026 RFX-3150006568](#)

[PUBLIC NOTICE OF AWARD - SYSTRONIC SYSTEMS, LLC](#)

[PROCUREMENT FILE 1 - FIRE ALARM, CCTV, & DOOR CONTROL PM](#)

MSH MATERIEL MANAGEMENT BID TABULATION/RECORD

BID NO. 3.23.2026.241 DATE 3/23/26 TIME 1:00pm LOCATION 93CW
 BIDS MAILED 6 BIDS REC'D 2 BIDS REJECTED N/A

WITNESSES				
NAME		TITLE		
Jennifer Pooler		Contract Analyst		
Jennifer Diez		Lab Supervisor		
BIDS RECEIVED				
VENDOR	DATE	TIME	BID \$	COMMENTS
Baptist	3/23/26	11:20a.m.		
American E. Lab.	3/23/26	11:35a.m.		
BID(S) ACCEPTED				
VENDOR	BID AMOUNT		JUSTIFICATION	
Baptist	\$ 74,759.66/Annual		1 of 2 needed	
AEL	\$155,483.00/Annual		2 of 2 needed	

This is to certify that the above is an accurate and complete tabulation of bids received and opened on the date and at the time shown above.

Signature Jennifer Pooler Title Contract Analyst
 Date 3/23/2026

RFx: 3160007859

Mississippi State Hospital

Reference Laboratory Services

Opening Date: March 23, 2026

Opening Time: 1:00 pm

Location: MSH Building 93 Central Warehouse

Bid Opening Sign-In Sheet

NAME	DEPARTMENT
Jennifer Boler	Fiscal Services
Jennifer Diez	Lab Supervisor

Proposal Submission Log

RFx: 3160007859

Mississippi State Hospital

Reference Laboratory Services

BIDDER	DATE RECEIVED	TIME RECEIVED	DELIVERY METHOD
American Esoteric Laboratories	3/23/2026	11:35 a.m.	Handmail
Baptist	3/23/2026	11:20 a.m.	Handmail

All proposals were opened pursuant to **Section 6.7.2** of the *PPRB OPSCR Rules and Regulations*. All proposals will be available for public inspection at the time of the Notice of Intent to Award, pursuant to **Section 6.9.1.2**.

VENDOR MAILING LIST: BID FILE 3.23.2026.241 (RFx 3160007859)

REFERENCE LABORATORY SERVICES

VENDOR	ADDRESS	PHONE	DATE MAILED	RESPONDED
Nephcare Lab Corp	485 South Kirkman Road Orlando, FL 32811	407-218-2089	2/11/2026	No
Quest Diagnostics	5850 Rogerdale Road Houston, TX 77072	281-615-5227	2/11/2026	No
Agathos Laboratories, Inc.	99 Almaden Blvd Ste 600 San Jose, CA 95113	408-478-5143	2/11/2026	No
Lab Corp of America Holdings	P.O. Box 12140 Burlington, NC 27216-2240	910-229-1127	2/11/2026	Yes
Memphis Pathology AEL	1701 Center Center Cv Memphis, TN 38134	901-432-8603	2/11/2026	Yes
MS Baptist	1225 North State Street Jackson, MS 39202	601-968-3070	2/11/2026	No

MSH BID FILE 3.23.2026.241 (RFx 3160007859)

REFERENCE LABORATORY SERVICES

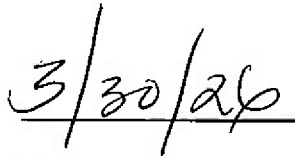
MARCH 23, 2026 | 1:00 P.M.

VENDOR(S)	MONTHLY
Memphis Pathology AEL	\$12,956.92
MS Baptist	\$6,229.98

This is to certify that the above is an accurate and complete tabulation of bids received and opened on the date and at the time shown above.



Jennifer Boler, Contract Analyst



Date

Notice of Intent to Award
In Response to Reference Laboratory Services
3.23.2026.241 RFX: 3160007859

March 23, 2026

An Invitation for Bids (IFB) was issued February 11, 2026, and February 18, 2026, with a submission due date of March 23, 2026, for Reference Laboratory Services. The Mississippi State Hospital (MSH) received two (2) bids in response to the solicitation from the following:

1. **American Esoteric Laboratories Memphis d/b/a Memphis Pathology Laboratory**
2. **Baptist**

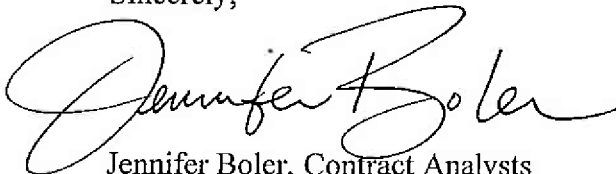
The two (2) bids received were responsive. There were not any non-responsive proposals.

The evaluation of Bids was conducted by Jennifer Diez and Jennifer Boler. After review and consideration, MSH announces their intent to award a contract to **American Esoteric Laboratories Memphis d/b/a Memphis Pathology Laboratory** and **Baptist** upon approval by the Public Procurement Review Board (PPRB).

Any bidder who responded to this solicitation may submit a written request to reconsider MSH's decision in accordance with *OPSCR Rule 6.9.3, Request for Reconsideration*, within one (1) week (due by 2:00 p.m. March 31, 2026) of the issuance of this Notice of Intent to Award. The complete Agency Procurement File, including this Notice of Intent to Award, terms, conditions, and scope of services of the contract, and all supporting documentation, is publicly available on MSH's website at <https://www.msh.ms.gov/bids-and-public-notices> in accordance with *OPSCR Rule 6.9.1.2, Public Posting of the Agency Procurement File*.

MSH extends their sincere thanks to all bidders who participated in this solicitation and appreciate your time, effort, and interested demonstrated in providing services to the State of Mississippi.

Sincerely,



Jennifer Boler, Contract Analysts
Mississippi State Hospital
Post Office Box 157-A
Whitfield, MS 39193
Phone: 601-351-8365
Email: jennifer.boler@msh.ms.gov

Section III - Procurement Schedule/Execution Page
THE MISSISSIPPI STATE HOSPITAL Bid File: 3.23.2026.241 RFX: 3160007859
REFERENCE LABORATORY SERVICES

Note: See Attachment - F for Detailed Test Listing and Two-Year Usage

Total overall one year cost: \$ 139,383.00
(see Attachment - F for test usage and total overall one year cost on last page of Attachment - F)

Additional fee for stat courier service: \$ 25.00 ea
(must be a flat rate per stat pick up) estimated quantity: 20 per year

Additional Fee for Pathology Services: \$ 1,300.00 per Month
(Requirement for laboratory utilized to provide greatest percentage of test dollar volume.)

BIDS WILL BE OPENED: 1:00 P.M. Monday, March 23, 2026, at Building 93, 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 the [Agency] 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 the [Agency] at any time without notice to bidder. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce this 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 non-responsive.

Continue onto next page.

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

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 and attachmentss, 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.

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. 6000017716 (Response Number) Date 3/19/2026

Name Of Company Memphis Pathology Laboratory DBA American Esoteric Laboratories Telephone 901-405-8200

Address 1701 Century Center Cove

City/State/Zip Code Memphis, TN 38134

By Holly H. Price Title President, MidSouth Division, Sonic Healthcare
(Signature)

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

We submit the above prices on behalf of Memphis Pathology Laboratory DBA American Esoteric Laboratories (Vendor) and agree to provide services within 30 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.

Jennifer Boler: Jennifer Boler
Contract Analyst

Date: 3/19/2026 3/23/2026

REFERENCE PAGE -- ATTACHMENT: A

COMPANY NAME	CONTACT PERSON	TELEPHONE	ADDRESS	DATE OF LAST SERVICE/SALE
OCH Regional Medical Center	Alyssa Hebert	662-615-2883	400 Hospital Road, Starkville, MS 39759	3/2026
Winston County Medical Center	Wendy Wall	662-779-5126	17550 W Main Street	3/2026
Greenwood LeFlore Hospital	Will Jacobs	662-459-2664	1401 River Road, Greenwood, MS 38930	3/2026

✓
✓
✓

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: _____ 28
 Years and _____ 0 _____ 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.

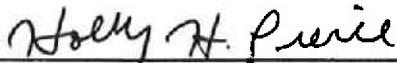
1. spoke to Alyssa Hebert - good reputation services 3/25/24
2. spoke to Wendy Wall - good reputation services 3/24/26
3. spoke to Will Jacobs - good reputation services 3/24/26

Attachment 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 a political subdivision or agency of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.



Signature of Bidder

President, MidSouth Division, Sonic Healthcare

Title

3/19/2026

Date

NOTE: It is Mandatory That This Page Be Signed and Returned with Bid

Attachment D

**PROPOSAL ACKNOWLEDGEMENT AND AUTHORIZATION FORM
FOR PROPOSED AGREEMENT ON MSH REFERENCE LAB SERVICES
FOR ALL MSH PATIENT SERVICE DIVISIONS**

1. The undersigned hereby acknowledges that he/she has read and understands the specifications, requirements, and proposed agreement regarding reference lab services for all MSH patient service divisions, issued by Mississippi State Hospital (MSH). He/she further acknowledges that the offeror's proposed services fully meet or exceed those as specified in Mississippi State Hospital Invitation for Bids (IFB) for reference lab services for all MSH patient service divisions dated November 19, 2025.

Additionally, the offeror agrees that all its proposal documents and responses to the aforementioned IFB will, at the option of MSH, become a legally binding and essential portion of the final contract between the offeror and MSH.

2. The undersigned hereby agrees that all information contained in this IFB 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 reference lab services for all MSH patient service divisions in whole, with exception of those amendments as acknowledged in writing to offeror and signed by a duly authorized agent of MSH.

Company Name: Memphis Pathology Laboratory DBA American Esoteric Laboratories

Name of Authorized Agent (Printed): Holly Pierce, MD, MBA

Signature of Authorized Agent: *Holly H. Pierce, MD, MBA*

Date: 3/19/2026

NOTE: It is Mandatory That This Form Be Signed and Returned with Bid

Attachment E

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

Vendor Name ("Vendor"): Memphis Pathology Laboratory DBA American Esoteric Laboratories

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.

Holly H. Pierce, MD, MBA

Signature

Holly Pierce, MD, MBA

Printed Name

President, MidSouth Division, Sonic Healthcare

Title

3/19/2026

Date



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Memphis Pathology Laboratory	Legal

Business Information

Business Type:	General Partnership
Business ID:	948206
Status:	Good Standing
Effective Date:	04/06/2009
State of Incorporation:	Mississippi
Principal Office Address:	NO PRINCIPAL OFFICE ADDRESS FOUND

Registered Agent

Officers & Directors

Name	Title
AEL of Memphis LLC 9737 Great Hills Trail, Suite 100 Austin, TX 78759	Partner
MPL Holdings, Inc. 9737 Great Hills Trail, Suite 100 Austin, TX 78759	Partner



COLLEGE of AMERICAN
PATHOLOGISTS

CERTIFICATE OF ACCREDITATION

**Memphis Pathology Laboratory d/b/a
American Esoteric Laboratories Memphis
Memphis, Tennessee
Holly H. Pierce, MD, MBA**

CAP#: 2983303

CLIA#: 44D0889744

The organization named above meets all applicable standards for accreditation and is hereby accredited by the College of American Pathologists' Laboratory Accreditation Program. Reinspection should occur prior to **September 23, 2027** to maintain accreditation.

Accreditation does not automatically survive a change in director, ownership, or location and assumes that all interim requirements are met.

Kathleen G. Beavis, MD
Chair, Accreditation Committee

Donald S. Karcher, MD, FCAP
President, College of American Pathologists



**CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS**

CERTIFICATE OF ACCREDITATION

LABORATORY NAME AND ADDRESS

MEMPHIS PATHOLOGY LABORATORY
D/B/A AMERICAN ESOTERIC LABORATORIES-MEMPHIS
1701 CENTURY CENTER COVE
MEMPHIS, TN 38134

CLIA ID NUMBER

44D0889744

EFFECTIVE DATE

04/27/2025

LABORATORY DIRECTOR

DR. HOLLY H. PIERCE

EXPIRATION DATE

04/26/2027

Pursuant to Section 353 of the Public Health Service Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures. This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



Gregg Brandt, Director
Division of Clinical Laboratory Improvement & Quality
Quality & Safety Oversight Group
Center for Clinical Standards and Quality

If you currently hold a Certificate of Compliance or Certificate of Accreditation, below is a list of the laboratory specialties/subspecialties you are certified to perform and their effective date:

LAB CERTIFICATION (CODE)	EFFECTIVE DATE	LAB CERTIFICATION (CODE)	EFFECTIVE DATE
MICROBIOLOGY - BACTERIOLOGY (110)	12/20/2010	IMMUNOHEMATOLOGY - ANTIBODY DETECTION (NON-TRANSFUSION) (530)	12/20/2010
MICROBIOLOGY - MYCOBACTERIOLOGY (115)	12/20/2010	PATHOLOGY - HISTOPATHOLOGY (610)	05/03/2011
MICROBIOLOGY - MYCOLOGY (120)	12/20/2010	PATHOLOGY - CYTOLOGY (630)	10/08/2003
MICROBIOLOGY - PARASITOLOGY (130)	12/20/2010		
MICROBIOLOGY - VIROLOGY (140)	12/20/2010		
DIAGNOSTIC IMMUNOLOGY - SYPHILIS SEROLOGY (210)	12/20/2010		
DIAGNOSTIC IMMUNOLOGY - GENERAL IMMUNOLOGY (220)	12/20/2010		
CHEMISTRY - ROUTINE CHEMISTRY (310)	12/20/2010		
CHEMISTRY - URINALYSIS (320)	12/20/2010		
CHEMISTRY - ENDOCRINOLOGY (330)	12/20/2010		
CHEMISTRY - TOXICOLOGY (340)	12/20/2010		
HEMATOLOGY (400)	12/20/2010		
IMMUNOHEMATOLOGY - ABO GROUP & RH TYPE (510)	12/20/2010		

**PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.
FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT WWW.CMS.GOV/CLIA.**



James G. Chastain, FACHE
Director

MISSISSIPPI STATE HOSPITAL

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

(601) 351-8000

WWW.MSH.STATE.MS.US

MEMORANDUM

TO: Mississippi Office of Personal Services Contract Review

FROM: Jennifer Boler, Contract Analyst

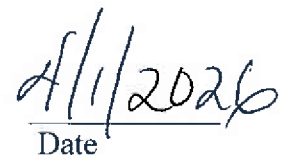
DATE: April 1, 2026

SUBJECT: Award Reconsideration Certification/Post Award Debriefing Certification

This is to certify that all prospective offerors for Mississippi State Hospital invitation for bid 3.23.2026.241 – RFx 3160007859 have been provided with adequate time to request reconsideration of award and no request or potential request is known.

This is also to certify that all prospective offerors for Mississippi State Hospital invitation for bid 3.23.2026.241 – RFx 3160007859 have been provided with notice of their rights to request a post award debriefing and no such request has been received and/or is known.


Jennifer Boler


Date



MISSISSIPPI STATE HOSPITAL

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

(601) 351-8000

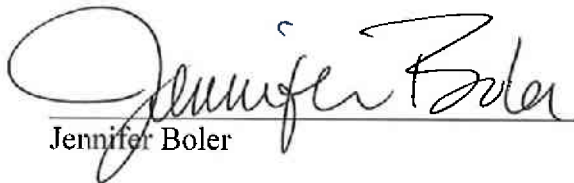
WWW.MSH.STATE.MS.US

James G. Chastain, FACHE
Director

MEMORANDUM

TO: Mississippi Office of Personal Services Contract Review
FROM: Jennifer Boler, Contract Analyst
DATE: April 1, 2026
SUBJECT: Amendment Memo Bid File 3.23.2026.241

This memo serves to inform you that there were no amendments to the Reference Laboratory Services Invitation for Bid (RFx 3160007859).


Jennifer Boler


Date

**MSH PERSONAL
SERVICES
AGREEMENT**



AGREEMENT BETWEEN MISSISSIPPI STATE HOSPITAL of

Whitfield Mississippi (MSH) and Memphis Pathology Laboratory DBA AEL

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 AEL, 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 May 8, 2026 and will end on or about May 7, 2030

4. COMPENSATION

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

A. The total contract amount will not exceed \$ 621,932.00.

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: James Chastain Title: 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.

James G. Chastain
Director
Mississippi State Hospital

Date

Independent Contractor

Date

Section II – Service Requirements

- 2.1 Purpose.** THE MISSISSIPPI STATE HOSPITAL seeks to contract with up to two (2) vendors to provide professional reference laboratory services which meet all applicable regulations and that comply with Joint Commission and CAP standards.
- 2.2 Background.** THE MISSISSIPPI STATE HOSPITAL 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 Jackson, Mississippi (Capitol) and directly south of the Jackson Evers International Airport on County Road 468. THE MISSISSIPPI STATE HOSPITAL was completed in 1935. The hospital complex was built on the cottage plan and occupies 350 acres. The hospital has an average daily census of 400 patients and the Jaquith Nursing Home Division also has an additional daily average census of 219 patients. All divisions of THE MISSISSIPPI STATE HOSPITAL are accredited by the Joint Commission. The operational divisions of THE MISSISSIPPI STATE HOSPITAL are acute care, nursing home, child and adolescent psychiatric, and adult psychiatric.
- 2.3 Scope.** The mission of the successful contractor shall be to provide comprehensive laboratory testing services and documentation (reporting) for all THE MISSISSIPPI STATE HOSPITAL non-pathological outsourced lab specimens.
- 2.4 Vendor Tasks & Requirements**
- A. The successful vendor(s) shall be expected to provide THE MISSISSIPPI STATE HOSPITAL Laboratory with professional laboratory testing services for the specific tests listed on **Attachment - F**. Contact the bid coordinator to obtain a digital (Excel) copy of **Attachment - F**.
 - B. Vendor shall provide pricing for all tests listed on **Attachment - F** and shall understand that pricing shall be fixed and firm for the entire four (4) year period of the contract. Vendor shall extend line-item pricing totals for each test and also provide an overall total cost for all tests at the bottom on the last page (8) of **Attachment - F**. Vendor shall also indicate on **Attachment - F** any test which is outsourced for processing by anyone other than the submitting vendor.
 - C. Vendor shall provide a price list for all other tests offered which are not included on **Attachment - F** and shall understand that this pricing shall also be fixed and firm for the entire four (4) year period of the contract.
 - D. Vendor shall be certified by the College of American Pathologists (CAP) or Joint Commission and shall provide documentation of certification in the bid package submitted. Vendor shall also adhere to Clinical Laboratory Improvement Amendments (CLIA) standards.
 - E. Vendor shall provide all collection supplies for all tests covered by this IFB to include tubes, caps, bags, transfer pipettes, phlebotomy tubes, drug screen containers, 24-hour urine collection containers, culture transport swabs/media (anaerobic and aerobic), test requisitions, and blood culture bottles. This list is not intended to be exhaustive and vendors shall interpret this to mean that any and all supplies needed to collect and safely transport test specimens shall be provided at no additional costs to THE MISSISSIPPI STATE HOSPITAL.
 - F. Vendor shall provide transportation of all samples and documentation no less than once a day

from THE MISSISSIPPI STATE HOSPITAL to the vendor's testing site, Monday through Friday. Pick up shall be made between the hours of 3:00 P.M. and 5:00 P.M. each day.

- G. Vendor shall provide a schedule of turn-around times in the column provided on Attachment - F for all tests to include required test result documentation.
- H. Vendor shall be responsible for ensuring that all required infection control practices are implemented in transporting test samples and that vendor staff receive training in the areas of infection control and proper handling of test samples to prevent sample contamination and sample mix ups. Documentation of staff training shall be provided when requested by THE MISSISSIPPI STATE HOSPITAL. Proper specimen handling and temperature will be maintained throughout the transportation and testing process as stated by established guidelines for maintaining specimen integrity.
- I. Vendor, specified in paragraph "J" below, shall provide as required by vendor's information system, any computers, printers, hardware, and software as needed to transmit test result data to THE MISSISSIPPI STATE HOSPITAL. Vendor's information system must be compatible and must interface with the current THE MISSISSIPPI STATE HOSPITAL Lab information system, which at the time of this bid, is Orchard Software. Information system shall allow for order entry and result retrieval electronically through the laboratory information system. Vendor shall not require any additional agreements for computers, printer, or software apart from those terms and conditions specified in this invitation for bid.
- J. Vendor, utilized to perform the greatest percentage of test dollar volume, shall be solely responsible for providing THE MISSISSIPPI STATE HOSPITAL with a workable HL7 interface to current THE MISSISSIPPI STATE HOSPITAL laboratory information system in order to receive results electronically at no additional costs to THE MISSISSIPPI STATE HOSPITAL. Successful vendor shall commence installation, of interface, within 30 days after execution of the contract. Completion of testing and go-live status shall be final within 90 days after execution of the contract.
- K. Vendor, specified in paragraph "J" above, shall provide THE MISSISSIPPI STATE HOSPITAL with all communication lines needed to utilize any computers, printers, hardware, and software required by the vendor to transmit test result data to THE MISSISSIPPI STATE HOSPITAL.
- L. Vendor shall understand that usage figures are based on historical information of tests ordered and utilized during the most recent twenty-four (24) months prior to the issuance of this IFB and that usage is subject to change.
- M. Vendors shall understand that THE MISSISSIPPI STATE HOSPITAL reserves the right to utilize the vendor with the best turnaround time and lowest specimen rejection rate, for any therapeutic drug level testing, and shall report any specimen processing delays promptly or THE MISSISSIPPI STATE HOSPITAL may utilize the second vendor if it is determined to be in the best interest of THE MISSISSIPPI STATE HOSPITAL.
- N. THE MISSISSIPPI STATE HOSPITAL intends to submit the majority of its reference laboratory work to the lowest bidder meeting all requirements, for the specific tests submitted for testing, and that is interfaced with THE MISSISSIPPI STATE HOSPITAL LIS.
- O. Vendor shall understand that microbiology testing specimens, sent with the regularly scheduled courier, must be processed no later than 7:00 PM on the date of collection.
- P. Blood cultures that are collected no later than 11:00 P.M. shall be picked up stat by the courier of the vendor utilized to perform this testing.

- Q. Vendor utilized to provide stat services shall provide stat services, to include stat courier service, 24 hours per day and 365 days per year. Stat requests shall include those tests that must be resulted on the date of collection.
- R. Bidders shall include any additional fees, to be charged for stat courier service, with their bid.
- S. Vendor, utilized to perform the greatest percentage of test dollar volume, shall be solely responsible for providing MSH laboratory with a pathologist to serve as laboratory director with the credentials to direct a high complexity laboratory and comply with joint commissions rules and regulations as required and provide a cost on Section III Procurement Schedule/Execution Pages 54-55.

2.5 **Reporting Requirements.** Vendor(s) shall be required to submit prompt test result data for each test requested by THE MISSISSIPPI STATE HOSPITAL. Vendor shall provide quality assurance reports on all pathology, cytology, and microbiology procedures. THE MISSISSIPPI STATE HOSPITAL may also require usage reports as needed for reference purposes.

2.6 **Place of Performance.** Vendor shall pick up specimens from the main campus of THE MISSISSIPPI STATE HOSPITAL and shall perform all testing at the vendor's place of business except for those tests already reported to THE MISSISSIPPI STATE HOSPITAL on Attachment - F, to be outsourced for processing.

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.

Section III - Procurement Schedule/Execution Page
THE MISSISSIPPI STATE HOSPITAL Bid File: 3.23.2026.241 RFX: 3160007859
REFERENCE LABORATORY SERVICES

Note: See Attachment - F for Detailed Test Listing and Two-Year Usage

Total overall one year cost: \$ 139,383.00
(see Attachment - F for test usage and total overall one year cost on last page of Attachment - F)

Additional fee for stat courier service: \$ 25.00 ea
(must be a flat rate per stat pick up) estimated quantity: 20 per year

Additional Fee for Pathology Services: \$ 1,300.00 per Month
(Requirement for laboratory utilized to provide greatest percentage of test dollar volume.)

BIDS WILL BE OPENED: 1:00 P.M. Monday, March 23, 2026, at Building 93, 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 the [Agency] 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 the [Agency] at any time without notice to bidder. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce this 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 non-responsive.

Continue onto next page.

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

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 and attachmentss, 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.

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. 6000017716 (Response Number) Date 3/16/2026

Name Of Company Memphis Pathology Laboratory DBA American Esoteric Laboratories Telephone 901-405-8200

Address 1701 Century Center Cove

City/State/Zip Code Memphis, TN 38134

By Holly H. Pencia Title President, MidSouth Division, Sonic Healthcare
(Signature)

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

We submit the above prices on behalf of Memphis Pathology Laboratory DBA American Esoteric Laboratories (Vendor) and agree to provide services within 30 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.

Jennifer Boler
Contract Analyst

Jennifer Boler

Date: 3/23/2024