

REQUEST FOR APPLICATIONS

Request Number: **MDEQ-RFA07022025**
To Provide: **Medical Waste Disposal Contract Services**

Issue Date: **Wednesday, June 4, 2025**

CLOSING LOCATION

Mississippi Department of Environmental Quality
515 East Amite Street
Jackson, MS 39201

APPLICATION COORDINATOR

Bill Barnett
E-mail: bbarnett@mdeq.ms.gov

CLOSING DATE AND TIME

Applications must be received by
4:00 p.m., Wednesday, July 2, 2025

SECTION 1

1.1 Introduction

The Mississippi Department of Environmental Quality (“MDEQ”) is requesting applications for selection as Medical Waste Transport Contractor(s) (which may also be referred to as “Applicant”, “Company”, or “Contractor “in parts of this document) to assist MDEQ in the implementation of its Household Medical Sharps Disposal Program. Through this program, pharmacies and other businesses serve as locations where the public may drop off medical sharps generated in the home for safe disposal.

1.2 Application Acceptance Period

Applicant should submit one (1) signed original application and one (1) copy in a sealed envelope or package as stated below no later than 4:00 p.m., Wednesday, July 2, 2025. Timely submission of the application is the responsibility of the Applicant. Any application received after the specified time shall be rejected and maintained in the procurement file. Upon delivery, the time and date of receipt will be indicated on the envelope or package by MDEQ. Failure to apply by using the forms provided in this package shall be considered just cause for rejection of the application. Modifications or additions to any portion of this procurement document may be cause for rejection of the application. MDEQ reserves the right to decide on a case-by-case basis whether to reject an application with modifications or additions as non-responsive. As a precondition to acceptance of an application, MDEQ may request the Applicant to withdraw or modify those portions of the application deemed nonresponsive.

Submissions must be clearly marked with the following information on the **outside** of the envelope or package:

**Mississippi Department of Environmental Quality
SEALED APPLICATION– DO NOT OPEN
MDEQ-RFA07022025
Attention: Bill Barnett
515 East Amite Street
Jackson, MS 39201**

1.2.1 Timeline

- **Request for Applications Issue Date: June 4, 2025**
- **Deadline for Questions to MDEQ: June 11, 2025, 4:00 p.m.**
- **Anticipated Posting of Responses to Questions: June 18, 2025**
- **Deadline for Application Package Submission: July 2, 2025, 4:00 p.m.**
- **Anticipated Notice of Intent to Award: July 16, 2025**

1.2.2 Late Submissions

An application received at the closing location described on the cover sheet of this RFA document after the closing time and date of 4:00 p.m., Wednesday, July 2, 2025 will not

be considered unless it is the only application received, or it is received before award is made and was sent by registered or certified mail not later than the fifth (5th) calendar day before the closing date and time. Where applicable, MDEQ will determine whether the late receipt was due solely to mishandling by MDEQ after receipt at the specified address.

The only acceptable evidence to establish the date of mailing of a late application is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service (or equivalent public carrier postmark or date of mailing stamp). If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service (or equivalent) on the date of mailing. Applicants should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper.

Upon receipt at MDEQ, the Application package or envelope will be stamped with the time and date of receipt. The MDEQ time and date stamp is the only acceptable documentation of timely submittal of the application.

1.3 Expenses Incurred in Preparing Application

MDEQ accepts no responsibility for any expense incurred by the Applicant in the preparation, presentation, and transmittal of an application. Such expenses shall be borne exclusively by the Applicant.

1.4 Registration with Mississippi Secretary of State

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

1.5 Debarment

By submitting an application, the Applicant certifies that it is not currently debarred from submitting applications for contracts issued by any political subdivision or agency of the State of Mississippi or Federal government and that it is not an agent of a person or entity that is currently debarred from submitting applications for contracts issued by any political subdivision or agency of the State of Mississippi.

1.6 Questions or Additional Information

Questions about this Request for Applications ("RFA") document must be submitted in writing to Bill Barnett at bbarnett@mdeq.ms.gov by 4:00 p.m., Wednesday, June 11, 2025. Applicants are cautioned that any statements made by contact persons that cause a material change to any portion of the application document shall not be relied upon unless subsequently ratified by a formal written amendment to this RFA. The person submitting the question or request for clarification is responsible for its timely delivery. All questions, requests for clarifications, and responses to these questions and requests received by the deadline shall be published as an amendment on the MDEQ webpage at: <https://www.mdeq.ms.gov/about-mdeq/procurements/>.

It is the responsibility of the Applicant to review the webpage identified above to determine if addendums to the RFA have been published and to modify or adjust an application as the addendum may indicate. MDEQ accepts no responsibility for the failure of an applicant to have proper knowledge of an addendum.

1.7 Type of Contract

Compensation for services will be in the form of a Firm Fixed Price, Indefinite Quantity contract. Contractors will be provided a list of approximately 80-120 locations to be serviced. Such list may be revised from time to time during the life of the contract. Services will generally be provided on an on-call basis unless MDEQ authorizes service at a specific location on a regular scheduled basis. Reimbursement to a contractor will be at a rate of \$55.00 per standard box of medical waste picked up. MDEQ will not pay any fees or surcharges established by the Contractor. Each contract shall not exceed a ceiling amount of \$75,000.00 over a possible five (5) year period.

1.8 Written Applications

All applications and supporting documentation shall be in writing and submitted in hard copy, using only those forms included in Section 5 of this RFA document.

SECTION 2

2.1 Purpose

The Mississippi Department of Environmental Quality (“MDEQ”) is seeking to establish contract(s) to provide transportation and disposal service to public drop-off locations which receive medical sharps as part of the Mississippi Household Sharps Disposal Program. MDEQ intends to award contracts to all applicants who are found to be responsive and responsible and who meet the requirements and criteria set forth in this RFA. The information in this section describes the anticipated scope of services if an Applicant is selected for award.

2.2 Scope of Services

All successful Applicants will be expected to perform the following tasks:

1. Contractor shall service an assigned list of household sharps collection locations. Service will generally be performed on an on-call basis directly from the collection location, or in some cases directly from a request by MDEQ. With a few locations, MDEQ may authorize the Contractor to place the location on a regular schedule. Contractor shall assume responsibility for all waste materials until it is delivered to an authorized medical waste treatment facility.
2. Contractor is expected to respond within fourteen (14) days of receiving a request for service.

3. In most instances, Contractor will not be expected to provide service locations with storage boxes, as MDEQ already provides a storage bin for each location. Upon arrival at the service location, Contractor's driver shall remove the medical sharps from the storage bin on site and transfer them to the Contractor's standard 30-gallon storage box. Driver shall immediately return MDEQ's storage bin to the service location's owner and line it with a fresh red bag. Driver shall weigh each standard box collected at the location and record weight (to the nearest pound) on the manifest. If driver does not have a set of scales for measuring the weight of medical sharps, he/she shall provide a reasonable estimate of the weight.
4. Contractor shall provide copies of manifests documenting the chain of custody procedures utilized by the contractor. The final manifest generated when the waste material has been delivered to a medical waste treatment facility shall be submitted digitally by email no later than thirty (30) days after the medical waste treatment facility has assumed custody of the waste material. Alternatively, the final manifest may be submitted as an attachment to the corresponding invoice. All final manifests must include documentation as to where and when the waste materials were picked up, the amount of waste materials picked up (number of standard 30-gallon storage boxes and total weight, in pounds), and where and when the waste materials were delivered to a medical waste treatment facility.

2.3 Multi-Term Contract

A contract for services will be entered into for a period not to exceed four (4) years with an option to renew for one (1) year, if funds are available for the first fiscal period at the time of contracting. Performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds. The contract may be canceled if funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period succeeding the first; however, this does not affect either the State's right or the Contractor's rights under any termination clause in the contract.

2.4 Standard Contract Terms and Conditions

Applicants should understand that any contract entered into between MDEQ and an Applicant will include Standard Terms and Conditions found in Attachment A of this RFA and those required by the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* as determined appropriately by MDEQ.

SECTION 3

3.1 Insurance

Contractor shall maintain, during the period of performance of the contract, Workers' Compensation and Employer's Liability Insurance from an insurance carrier(s) licensed or holding a Certificate of Authority from the Mississippi Department of Insurance. The required Worker's Compensation and Employer's Liability Insurance must meet the following minimum requirements:

1. The insurance shall protect Contractor against all claims under applicable State workers' compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees, which for any reason, may not fall within the provisions of a workers' compensation law.
2. The liability limits shall not be less than the required statutory limits for workers' compensation and employer's liability limits in the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

Proof of Contractor compliance with the insurance provisions of this paragraph shall be provided per instructions included in Form 1, included in Section 5 of this RFA document. MDEQ reserves the right to request at any time during the life of the contract updated documentation of compliance with the insurance provisions of this paragraph.

SECTION 4

4.1 Application Evaluation

Applications will be evaluated based on requirements set forth in this section of this RFA. Only Applicants who are found responsive and responsible will have their Applications considered.

4.1.1 Responsive Applicant

An Applicant must submit an application which conforms in all material respect to this RFA document, as determined by MDEQ.

4.1.2 Nonconforming Terms and Conditions

Any application submitted that includes terms and conditions not conforming to the terms and conditions of this RFA document is subject to rejection as non-responsive. MDEQ reserves the right to permit the Applicant to withdraw nonconforming terms and conditions from its application prior to a determination by MDEQ of non-responsiveness based on the submission of nonconforming terms and conditions.

4.1.3 Conditioning Application Upon Other Awards

Any application which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and not acceptable.

4.1.4 Application Submission Format

The application package must be sealed and must contain one (1) original signed application and one (1) copy with all of the attachments. The application must be signed by an authorized representative of the Company or Applicant. The application must consist only of completed fillable Forms 1 through 5 as instructed in Section 5 of this RFA document. Anyone experiencing problems or difficulties downloading the fillable forms should contact Bill Barnett at bbarnett@mdeq.ms.gov for assistance or instructions.

4.1.5 Responsible Applicant

Applicant must have capability in all respects to perform fully the contract requirements with integrity and reliability, which will assure good faith performance, as determined by MDEQ.

4.1.6 Minimum Qualifications to be Deemed Responsible

1. An Applicant must be capable and qualified to perform the services described in Section 2.2, Scope of Services, without the use of subcontractors. Agreements with subcontractors will not be allowed. A company receiving the medical waste for treatment and/or processing is not considered as a subcontractor for this work.
2. An Applicant must have at least one year of experience in handling and transporting medical waste, without the use of subcontractors.
3. An Applicant must have had no citations or monetary penalties in the past three (3) years from the closing date of this RFA document relating to the handling, transportation, or disposal of medical waste materials. Citations and monetary penalties for minor traffic violations, such as parking or speeding violations, are not included in this qualification.

4.1.7 Preferences

Preference will be given to those Applicants that can commit one individual to the management of the Contract who can be relied upon to resolve any issues or problems that may arise during the period of the Contract, including those related to invoicing and payments.

4.2 Award

All Applicants will be notified of MDEQ's intent to award contracts. A Notice of Intent to award will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the MDEQ website and will include the name(s) of those selected. The Notice of Intent to award is also made available to the public. MDEQ will follow the notice with presentation of formal contract documents.

SECTION 5

5.1 Application Forms

The application to be submitted must include all five (5) of the following forms:

Form 1 – General Information/Proof of Insurance

Form 2 – Company Experience & Personnel

Form 3 – Chain of Custody

Form 4 – Certifications and Assurances

Form 5 – Acknowledgement & Signature

Fillable Forms 1 – 5 may be downloaded at [Procurement Opportunities – MDEQ](#) for completion and printing. Anyone experiencing problems or difficulties downloading the fillable forms may contact Bill Barnett at bbarnett@mdeq.ms.gov for assistance or instructions.

FORM 1

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

P.O. BOX 2261

JACKSON, MISSISSIPPI 39225

APPLICATION FOR MEDICAL WASTE TRANSPORT CONTRACTOR

GENERAL INFORMATION/PROOF OF INSURANCE

Name of Applicant:

P. O. Box or Street Address:

City:

State:

Zip:

Principal Officer Name:

Telephone:

E-mail Address:

Usual Company Contact Name:

Telephone:

E-mail Address:

Attach with this form proof of Worker's Compensation and Employer's Liability Insurance as required by Section 3 of this Request for Applications. Proof may be provided by attaching a copy of the page or pages of the insurance policy that include the name of the insurance provider, the policy number, the amount of coverage, and the date of expiration. Any other information considered confidential by the Applicant may be redacted.

FORM 2
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
APPLICATION FOR
MEDICAL WASTE TRANSPORT CONTRACTOR
COMPANY EXPERIENCE AND PERSONNEL

In 250 words or less, describe a history of your company and its experience, both in the State of Mississippi (if any) and in surrounding states (if any), as it relates to medical waste collection, transportation, and/or disposal. If additional space is needed below, continue using an attached page.

I

Location of Principal base of operations	City:		State:	
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Location of any hub stations from which it may operate	City:		State:	
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Approximate number of vehicles available to accomplish the work:	
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Names of personnel to be involved in managing or supervising work, including those involved with invoicing.	1	
	2	
	3	

*A hub station is considered to be any location, other than its principal base of operations, where personnel, equipment, and/or vehicles are stationed and will be utilized to assist in the work described in this Request for Applications

FORM 3
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL
QUALITY
APPLICATION FOR
MEDICAL WASTE TRANSPORT CONTRACTOR
CHAIN OF CUSTODY

Applicant should describe its procedures and/or software used to provide manifests documenting where and when all medical wastes are picked up and where and when all wastes are turned over to a medical waste treatment facility. Attach a copy of a typical manifest that is used by the Applicant.

I

List the names of medical waste treatment facilities and their location that you expect to use on a routine basis. [Note: Contractors will not be restricted to using only those listed.]

Name of Medical Waste Treatment Facility	Location (City and State)

FORM 4
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
APPLICATION FOR
MEDICAL WASTE TRANSPORT CONTRACTOR
CERTIFICATIONS AND ASSURANCES

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

1. REPRESENTATION REGARDING CONTINGENT FEES

The Applicant represents that it has not retained any person or agency to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

2. REPRESENTATION REGARDING GRATUITIES

The Applicant represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

Print Name:

Signature:

Date:

FORM 5
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
APPLICATION FOR
MEDICAL WASTE TRANSPORT CONTRACTOR
ACKNOWLEDGEMENT & SIGNATURE FORM

Name of Company (Applicant):

Name of Company Representative:

Telephone:

E-mail Address:

Reimbursement to contractors selected from this Request for Applications will be at a rate \$55.00 per standard 30-gallon box of medical waste picked up. MDEQ shall have 45 days from the date an invoice is received with all supporting documentation (final manifests) to make payment. MDEQ will not pay any special fees or surcharges established by the Contractor.

By signing below, the Applicant or Company Representative on behalf of the Applicant certifies and further acknowledges:

1. That the Applicant has thoroughly examined, understands, and agrees to all provisions of this Request for Applications, including all attachments herein, and any subsequently published amendments;
2. That the Applicant meets all requirements and acknowledges all certifications contained in this Request for Applications and the attachments herein;
3. That the Applicant will perform, without delay, the services required at the rate and stipulations quoted above;
4. That the Applicant will secure at its own expense appropriate personnel who shall be qualified to perform the duties required to be conducted under this Request for Applications;
5. That the person signing below has the authority to bind the company.

Printed Name:

Signature:

Date:

Attachment A
Contract
Standard Terms and Conditions

1. Applicable Law

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.

2. 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.

3. Availability of Funds

It is expressly understood and agreed that the obligation of MDEQ 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, MDEQ shall have the right upon 10 business days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expense to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

4. Compliance with Equal Opportunity in Employment Policy

The Contractor understands that MDEQ 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.

5. Compliance with Laws

The 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.

6. Counterparts

This Contract may be executed in counterparts, each of which shall be deemed an original but all of which together shall be deemed to be one and the same agreement. A signed copy of this Contract delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Contract.

7. E-Payment

The 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.

8. E-Verification

If applicable, the 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. The Contractor agrees to provide a copy of each verification upon request of MDEQ subject to approval by any agencies of the United States Government. The 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 THE 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, the Contractor would also be liable for any additional costs incurred by MDEQ due to Contract cancellation or loss of license or permit to do business in the state. Contract cancellation or loss of license or permit to do business in the state.

9. Pay Mode

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

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 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. Property Rights

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

12. Representation Regarding Contingent Fees

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

13. Representation Regarding Gratuities

The Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MDEQ 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. The Contractor further represents that no employee or former employee of MDEQ 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 the Contractor. The 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.

14. 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 MDEQ 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.

15. Stop Work Order

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

16. Termination

Termination for Convenience. MDEQ may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. MDEQ shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The 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 MDEQ 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, MDEQ may terminate the contract for default and the Contractor will be liable for the additional cost to MDEQ to procure the personal and professional services from another source. Termination under this paragraph could result in the 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. Trade Secrets, Commercial and Financial Information

It is expressly understood that Mississippi law requires that the provisions of this Contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the Contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.