



**ANDREA SANDERS
COMMISSIONER**

INVITATION FOR BIDS (IFB)

DRUG & ALCOHOL TESTING SERVICES

IFB No. 2023DATS002

RFx No. 3160005888

Issue Date: May 18, 2023

CLOSING LOCATION

Mississippi Department of Child Protection Services
750 North State Street
Jackson, Mississippi 39202

CONTACT

Jerrika Brantley, Bid Coordinator

601-359-4368

contracts@mdcps.ms.gov

CLOSING DATE & TIME

Bids must be received by June 16, 2023 at 12:00 PM, Central Time

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SECTION 1

1.1 Bid Acceptance Period

Bidders shall submit one (1) original, signed hard copy of the bid package in a labeled binder and one (1) USB flash drive copy of the bid package in a sealed envelope or package to the following (mailed or hand-delivered), no later than the time and date specified for receipt of bids:

**PLEASE MARK YOUR ENVELOPE:
Drug & Alcohol Testing Services
IFB No. 2023DATS002
Opening Date: June 16, 2023
Mississippi Department of Child Protection Services
750 North State Street
Jackson, Mississippi 39202
SEALED BID-DO NOT OPEN**

The bid packet submission **MUST** meet the following requirements:

- One (1) hard copy of the original signed bid package in a labeled binder, and
- One (1) USB flash drive containing an electronic copy of the original signed bid package in searchable Adobe Acrobat (PDF) format
- AS applicable, an additional separate file folder containing a separate redacted copy of the bid package clearly labeled as “redacted copy” pursuant to Sec 1.7 Proprietary Information

All bids submitted in response to this IFB must be received by MDCPS Contracts & Procurement Staff **no later than June 16, 2023, at 12:00p.m, Central Standard Time.**

Timely submission of the bid package is the sole responsibility of the bidder. Bids received after the specified time shall be rejected and shall remain unopened in the procurement file. The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bid. The time and date of receipt shall be indicated on the envelope or package by MDCPS staff. Each page of the bid form and all attachments shall be identified with the name of the bidder. Failure to submit a bid on the bid form provided shall be considered just cause for rejection of the bid. Modifications or additions to any portion of the procurement document may be cause for rejection of the bid. MDCPS reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, MDCPS may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. Bids submitted via either electronic mail or facsimile (faxes) will not be accepted.

1.1.1. Procurement Schedule

IFB Issued and First Advertisement	May 18, 2023
Second Advertisement	May 25, 2022
Deadline to Submit Questions or Requests for Clarification:	May 31, 2023 12:00 PM CST
Anticipated Posting of Answers to Questions or Requests for Clarifications	June 2, 2023
Deadline to Submit the Required Letter of Intent	June 9, 2023 12:00 PM CST
Deadline to Submit Bids	June 16, 2023, 12:00 PM CST
Bid Opening:	June 16, 2023, 12:00 PM CST
Anticipated Notice of Intent to Award	June 23, 2023
Anticipated Initial Contract Term	July 1, 2023 through June 30, 2024

Note: MDCPS reserves the right to adjust this schedule as it deems necessary. MDCPS may post Responses to Questions or the Notice of Intent to Award on dates other than those stated above without amendment to this IFB. The initial contract term shall be July 1, 2023 through June 30, 2024, but MDCPS may change the dates of the initial contract term without amendment to this IFB if the date changes are necessary because of the procurement schedule. No other dates shall be changed unless a written amendment is issued.

1.1.2. Late Submissions

A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered. The agency will not be responsible for mail delays, lost mail, or any other delivery failure. All risk of late arrival due to unanticipated delay – whether delivered by hand, U.S. Postal service, courier or other delivery service or method – is entirely on the Bidder. A bid is considered delivered to the Agency when it is received by the IFB Coordinator or MDCPS Contracts & Procurement staff.

The time and date of receipt shall be indicated on the envelop or package by the IFB Coordinator or MDCPS Contracts & Procurement staff. The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

1.2. Expenses Incurred in Preparing Bid

MDCPS accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

1.2.1 Required Letter of Intent

Offerors shall notify MDCPS of their intention to submit a bid. The letter of intent (Attachment I) shall be submitted via email contracts@mdcps.ms.gov by **June 9, 2023, 12:00 p.m. CST**. The letter of intent shall include the title of this invitation for bids, the Offeror's organizational name and address, one (1) to two (2) sentences stating that the Offeror's organization intends to submit a bid for this service, location of the service area, and the contact person's name, title, phone number, fax number, Tax I.D. number, DUNS number, address and email address. Contracts@mdcps.ms.gov shall acknowledge receipt of letter of intent via email. **A NON--ACKNOWLEDGEMENT is a NON-RECEIPT of required letter of intent.**

1.3. Bid Form

All pricing must be submitted on the bid form (**Attachment B**). Failure to complete and/or sign the bid form may result in the bidder being determined nonresponsive.

1.3.1. Bidder Certification

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

1.3.2. 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, for the purposed of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the bid. The prices quoted shall be inclusive of, but not limited to, the following: all required equipment/material; all required insurance; all required overhead; all required profit; all required vehicles; all required fuel; and, all required licenses, certifications, fees, or permits.

1.4. Registration with Mississippi Secretary of State

By submitting a bid, the bidder certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within five (5) 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 a bid, the bidder certifies that it is not currently debarred from submitting bids 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 bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government. The bidder shall submit a completed MDCPS Debarment Verification Form, attached to this IFB as **Attachment G**. Attachment G shall be received by the MDCPS, in the bid submitted by the bidder, no later than **12:00p.m., CST on June 16, 2023**. MDCPS reserves the right to deem any bid packet not containing an executed MDCPS Debarment Verification Form, as non-responsive to the IFB.

1.6. Registration with Mississippi's Accountability System for Governmental Information and Collaboration (MAGIC)

If the respondent is not already registered as a supplier in MAGIC, the respondent should register as a supplier with the State of Mississippi. Registering as a supplier with the State of MS allows businesses to register for upcoming opportunity notifications by the products they supply, search the system for upcoming solicitations, respond to solicitations electronically, and receive purchase orders via e-mail. The registration can be completed at the following link:

<http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/supplier-self-service/>

Any questions regarding registration in MAGIC should be directed to the Mississippi Management and Reporting System (MMRS) staff by emailing mash@dfa.ms.gov or calling 601-359-1343

1.7. Proprietary Information

Any bidder claiming that its response contains information exempt from the Mississippi Public Records Act (Mississippi Code Annotated §§ 25-61-1, *et. seq.*, and 79-23-1), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption. The bidder shall submit a completed Proprietary Information Form, attached to this IFB as **Attachment F**. If bidder does include a redacted copy of the bid package, the redacted copy will be considered public record and will be released by MDCPS upon receipt of a Public Records Request. If bidder does not include a redacted copy of the bid package, the entire bid package will be considered public record and subject to review by the general public. and will be released by MDCPS upon receipt of a Public Records Request. Failure to clearly redact any proprietary information, trade secrets, or other confidential commercial/financial information may result in that information being released in a public records request

1.8. Additional Information

Questions relating to services shall be submitted in writing to Shannon Rushton at Contracts@mdcps.ms.gov by the deadline reflected in Section 1.1.1. Questions concerning the technical portions of the Invitation for Bids should be directed to Jerrika Brantley at Contracts@mdcps.ms.gov by the deadline reflected in Section 1.1.1. MDCPS will not be bound by any verbal or written information that is not contained within this IFB unless formally noticed and issued by MDCPS. Bidders are cautioned that any statements made by contact persons that cause a material change to any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document. At no time shall any bidder or its personnel contact, or attempt to contact, any MDCPS staff regarding this IFB except the contact person as set forth and, in the manner, prescribed in this section

Acknowledgement of Amendments: Should an amendment to the IFB be issued, it will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the MDCPS website (www.mdcps.ms.gov) in a manner that all bidders will be able to view. Further, bidders must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid package (**Attachment H**), by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment should be received by MDCPS by the time and at the place specified for receipt of bids as reflected in Section 1.1.1. It is the bidder's sole responsibility to monitor the website for amendments to the IFB.

MDCPS reserves the right to amend the contents of this IFB as it deems necessary. This IFB, all questions, requests for clarification, and answers will be published on the Mississippi Contract/Procurement Opportunity Search Portal and the Mississippi Department of Child Protection Services (hereinafter “MDCPS”) website (<http://www.mdcps.ms.gov>) in a manner that all bidders will be able to view. It is the sole responsibility of the Offeror to monitor the MDCPS website and the procurement portal for amendments to the IFB to ensure their bid complies with any such amendments

1.9. Type of Contract

Compensation for services will be in the form of a firm fixed-price agreement.

1.10. Written Bids

All bids shall be in writing.

SECTION 2

2.1. Background

The Mississippi Department of Child Protection Services was created as the state’s lead child welfare agency by the 2016 Mississippi Legislature, separating it from the Mississippi Department of Human Services. The mission of MDCPS is to lead Mississippi’s efforts in keeping children and youth safe and thriving by:

- strengthening families;
- preventing child abuse, neglect and exploitation; and,
- promoting child and family well-being and permanent family connections

Purpose

MDCPS is seeking to establish a contract with a vendor for Drug & Alcohol Testing Services for employees, children, and families. It is understood that any contract resulting from IFB may require approval by the Public Procurement Review Board (PPRB). If any contract resulting from this IFB is not approved by the PPRB and/or OPSCR (if required), it is void and no payment shall be made.

2.2. Scope of Services

- Perform alcohol and drug testing services using federally-mandated equipment, personnel and methods to assure that the tests of MDCPS employees and court-ordered MDCPS children and families comply with applicable regulations; complete specimen collection services, including the provision of personnel trained as Breath Alcohol Technicians and Collection Site Persons, all as required by Federal law; provide all required collection site materials and equipment required by the U.S. Department of Health and Human Services (DHHS) and MDCPS; complete chain of custody procedures and transportation for all drug testing specimens to be tested at laboratories certified by the DHHS; complete Medical Review Officer services, including any required follow-up with employees, children, and families after their test results are received; and provide

notification of drug and alcohol testing results within 48 hours, including completing and mailing to MDCPS the Controlled Substances Testing Report and the Breath Alcohol Testing Report to be placed in the employee's file.

- Provide maintenance and selection of MDCPS random testing program using company's computer software and notifying MDCPS of which employees are to report for random testing; provide blind sampling to verify the accuracy of the laboratory analysis of MDCPS drug testing specimens, as required by DHHS and MDCPS; provide annual statistical summary reports of MDCPS drug testing program; and maintain a complete and confidential file on MDCPS testing program, including forms and other documents necessary to document MDCPS testing program and to maintain records of MDCPS compliance with all regulations.
- Conduct a 3% random sampling of current MDCPS employees at least twice a year throughout the state, provide drug and alcohol testing to all new hires (approximately 500 annually), and provide testing for workers compensation injuries/accidents where reasonable suspicion exists. The respondent shall understand that the actual number of screens may be more or less than 500 during the period of performance.
- Capable of providing alcohol and drug testing services to MDCPS employees, children, and families throughout the state. In remote locations where there may not be a clinic, the vendor will contract with local hospitals and/or clinics to provide this service to MDCPS as outlined in the contract.
- Provide a secure way of sending results.
- Provide prompt and courteous attention to the needs of MDCPS and its employees, children, and families including assistance with questions that arise.
- Provide consultation and assistance in responding to MDCPS audit inquiries.
- Comply with all laws, regulations, policies and procedures of the United States of America, the State of Mississippi, and the policies and procedures set forth by the Mississippi Department of Child Protection Services.
- Shall be an equal opportunity employer.
- The vendor must be able to offer drug and alcohol testing services on a statewide basis to any MDCPS screenees within forty-five (45) miles of the screenee's submitted home address.

The bid must be based on the Non-DOT 9 Panel + MDMA (no synthetic opioids)

2.3. Term

The anticipated term of the contract shall be for a period of one (1) year, beginning on July 1, 2023 and ending on June 30, 2024. The contract may be renewed at the discretion of MDCPS upon written notice to contractor at least thirty (30) days prior to each contract anniversary date for a period of two (2) successive two-year periods under the same prices, terms, and conditions as in the original contract, and subject to approval by the PPRB. The total number of renewal years permitted shall not exceed four (4) or extend past June 30, 2028.

Renewal years are subject to the needs of MDCPS, as well as the availability and appropriation of funds. MDCPS shall notify the contractor, on a timely basis, that funds are or are not available for the continuation of the contract for each succeeding fiscal period. A multi-term contract will 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 rights or the contractor's rights under any termination clause in the contract.

Compensation for services will be in the form of a Firm Fixed Price Adjustment. A unit price shall be given for each service, and that unit price shall be the same throughout the contract.

SECTION 3

3.1. Insurance

The company represents that it will maintain workers' compensation insurance which shall inure to the benefit of all the company's personnel performing services under this Contract, comprehensive general liability insurance, and employee fidelity bond insurance. All general liability, professional liability and fidelity bond insurance will provide coverage to MDCPS as an additional insured.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. A certificate of insurance providing the aforesaid coverage shall be furnished to MDCPS prior to commencement of services resulting from this IFB. MDCPS reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

The vendor shall be prepared to provide evidence of required insurance upon request by MDCPS at any point during the contract period and should consult with legal counsel regarding its obligations.

Contractor shall submit to the Agency within five (5) business days of notification of intent to award, a certificate of insurance and/or bond which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within five (5) business days may be cause for you bid to be declared non-responsive or for your contract to be cancelled.

Contractor shall not commence work under this contract until it obtains all insurance and/or bond required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. After work commences, the Contractor will keep in force all required insurance and/or bond until the contract is terminated or expires.

The contractor is responsible for ensuring that any subcontractors provide adequate insurance and/or bond coverage for the activities arising out of subcontracts.

In no even shall the requirement for an insurance, bond, or other surety be waived. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Agency.

SECTION 4

4.1. Bid Evaluation

Bids will be evaluated based on the requirements set forth in IFB No. 2023DATS002, which may include criteria to determine acceptability, such as, inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect that will affect the bid price and be considered in evaluation for award shall be objectively measured where possible. This IFB sets forth the evaluation criteria to be used. No criteria will be used in an evaluation that is not set forth in this IFB. Only bidders who are found responsive and responsible will have their bids considered.

4.1.1. Responsive Bidder

Bidder must submit bid which conforms in all material respects to this **IFB No. 2023DATS002**, as determined by MDCPS.

4.1.2. Responsible Bidder

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

4.1.3. Minimum Qualifications to be Deemed Responsible

1. Bidder must have been in business and provided Drug & Alcohol Testing Services similar in requirements and scale to those described in this IFB, for a minimum of five (5) years.
2. Bidder must maintain an office in the State of Mississippi, or if bidder does not have an office in State of Mississippi, bidder must explain how it will service the State of Mississippi on the Bid Cover Sheet and must provide all the required information for verification purposes.
3. These minimum qualifications are in addition to a minimum score of six (6) on the Reference Score Sheet (**Attachment E**) from reference interview by MDCPS staff with two (2) bidder references for a total minimum scoring requirement of twelve points (12), as well as all other requirements of this IFB. (See **Attachment D & Attachment E**)
4. Bidder must provide a list of all proposed facility locations with physical addresses.

4.1.4. Exceptions

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

List and clearly explain any exceptions, for all Invitation for Bids Sections and Attachments, in the table below. Indicate “N/A”, if there are no exceptions. (See **Attachment O**).

4.1.5. Informalities & Irregularities

MDCPS has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for MDCPS to properly evaluate the bid, MDCPS has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

4.1.6. Rejection of Bids

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. MDCPS reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by MDCPS of non-responsiveness based on the submission of nonconforming terms and conditions.

4.1.7. Bid Withdrawals

If the price bid is substantially lower than those of other bidders, a mistake may have been made. A bidder may withdraw its bid from consideration if certain conditions are met:

1. The bid is submitted in good faith.
2. The price bid is substantially lower than those of other bidders because of a mistake
3. The mistake is a clerical error, not an error of judgement.
4. Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

To withdraw a bid that includes a clerical error after Bid Opening, the bidder must give notice in writing to MDCPS of its claim of right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to MDCPS, all original work papers, documents, and other materials used in the preparation of the bid.

A bidder may also withdraw a bid, prior to the time set for the opening of bids, by simply making a request in writing to MDCPS. No explanation is required.

4.1.8. Conditioning Bid Upon Other Awards

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

4.1.9. Bid Submission Format

The bid package must be sealed and must contain the following:

- Table of Contents
- Transmittal Letter
- Bid Cover Sheet (**Attachment A**)
- Documentation of Minimum Qualifications, if applicable
- Bid Form (**Attachment B**)
- Certification and Assurances (**Attachment C**)
- Completed References (**Attachment D**)
- Completed and Signed Proprietary Information (**Attachment F**)
- Completed and Signed Debarment Form (**Attachment G**)
- Completed and Signed Acknowledgment of Amendment, if applicable (**Attachment H**)
- Required Letter of Intent (**Attachment I**)
- Completed and Signed Pre-Applicant Statement of Acknowledgement (**Attachment K**)
- Minority Vendor Self Certification Form (**Attachment M**)
- Completed and signed Bid Exception Summary Form (**Attachment O**)
- Completed and Sign W-9 form
- Current Certificate of Insurances

4.1.10. References

Each bidder must furnish a listing of **at least** three (3) trade references along with the contact person, address, and phone number for each. These references must be familiar with the bidder's abilities in the areas involved with this solicitation. MDCPS will use these references to determine the bidder's ability to perform the services. It is the responsibility of the bidder to ensure that the reference contact information is correct and current. Bidders should verify before submitting their bid that the contact person and phone number are correct for each reference. **MDCPS staff must be able to reach two (2) references for a bidder within two (2) business days of bid opening to be considered responsive. Further, the bidder must score a minimum of six (6) points on each Reference Score Sheet which will be used by the MDCPS staff when interviewing the two (2) references (for a total minimum scoring requirement of twelve (12) points) to be considered responsive and/or responsible.** (*See Section 4.1.3 and Attachments D and E*) Only bidders who are found responsive and responsible will have their bids considered. The bidder may submit as many references as desired. MDCPS will begin contacting references at the top of the list and will continue down the list until MDCPS completes Reference Score Sheets for two (2) references.

4.2. Bid Opening

Bid opening will be open to the public; however, this will include opening, reading aloud, and listing the bid price on each bid only. No discussions will be entered into with any bidder as to the quality or provisions of the specifications and no award will be made, either stated or implied at the bid opening.

4.3. Award

The Contract will be awarded by written notice to the lowest responsible bidder whose bid meets the requirements and criteria set forth in this IFB on date specified as reflected in Section 1.1.1. Any bids received may be rejected in whole or in part when in the best interest of the State.

4.3.1. Notification

All participating bidders will be notified of MDCPS' intent to award a contract. Notice of award is made available to the public which will identify the selected vendor. The winning bidder will be notified via e-mail of the award. Additionally, a letter will be sent to all bidders.

4.3.2 Contract Management

If contractor fails to adhere to the Drug & Alcohol Testing Services schedule, or if contractor fails to satisfactorily provide the prescribed service to all or any service area, MDCPS will inform contractor, and contractor shall complete corrective action within twenty-four (24) hours. No payment shall be made to contractor until all deficiencies have been corrected. If contractor exhibits a pattern of non-performance as shown by repeated deficiencies, MDCPS may terminate the Contract without further obligation to contractor. (MDCPS may elect to use the form included as **Attachment J**, Drug & Alcohol Testing Services Discrepancy Report.)

SECTION 5

5.1. Post-Award Vendor Debriefing

A bidder, successful or unsuccessful, may request a Post-Award Debriefing, in writing, by U.S. Mail or electronic submission. The written request must be received by the Commissioner of MDCPS within three (3) business days of notification of the contract award. A Post-Award Debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within three (3) business days of receipt of the request. If a bidder prefers to have legal representation present, the bidder must notify the Commissioner of MDCPS in writing and identify its attorney by name, address, and telephone number. MDCPS will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General can be present.

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-113 through 7-113.07, Post-Award Vendor Debriefing, of the Mississippi *Public Procurement Review Board (PPRB)*, *Office of Personal Service Contract Review (OPSCR) Rules and Regulations*.

5.2. Protest of Award

Any actual or prospective bidder or contractor who is aggrieved in connection with this solicitation or the outcome of the IFB may file a protest with the MDCPS Commissioner. The protest shall be submitted on or before date and time specified in Section 1.1.1, in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests must be in writing, dated, signed by the bidder or an individual authorized to sign contracts on behalf of the protesting bidder, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) or regulation(s), and/or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting bidder must provide facts and evidence to support the protest. A protest is considered filed when received by the MDCPS Commissioner via either U.S. Mail, postage prepaid, or personal delivery. Protests filed after seven (7) days of award will not be considered.

5.3. Required Contract Terms & Conditions

Any contract entered into between MDCPS and a vendor/bidder shall include the required clauses found in **Attachment L** and those required by the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

5.4. Optional Contract Terms & Conditions

Any contract entered into between MDCPS and a vendor/bidder pursuant to this IFB may have, at the discretion of the MDCPS, the optional clauses found on <https://www.dfa.ms.gov/personal-service-contract-review> (Rules and Regulations). MDCPS discourages exceptions from these optional clauses. Such exceptions may cause a bid to be rejected as non-responsive. Bids which condition the bid based upon the State accepting other terms and conditions not found in the IFB, or which take exception to the State's terms and conditions, may be found non-responsive, and no further consideration of the bid will be given.

It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

5.5. Attachments

The attachments to this IFB are made a part of this IFB as if copied herein in words and figures

ATTACHMENT A

BID COVER SHEET

The Mississippi Department of Child Protection Services (hereinafter "MDCPS," "Agency," or "State") is soliciting bids from qualified bidders to provide Drug & Alcohol Testing Services for MDCPS. The vendor will perform services as outlined in IFB No. 2023DATS002.

PLEASE MARK YOUR ENVELOPE:

**Drug & Alcohol Testing Services
IFB No. 2023DATS002
Opening: June 16, 2023
Mississippi Department of Child Protection Services
Division of Procurement & Contracts
Attention: Jerrika Brantley
750 North State Street
Jackson, Mississippi 39202
SEALED BID—DO NOT OPEN**

Name of Company: _____

Quoted By: _____

Signature: _____

Address: _____

City/State/Zip Code: _____

Company Representative: _____

Telephone: _____

Fax: _____

E-Mail: _____

FEIN/EIN # (if company, corporation, or partnership):	
SSN (if individual):	

In addition to providing the above contact information, please answer the following questions regarding your company:

What year was your company started? _____

How many years and/or months has your company been in the business of performing the services called for in this IFB? _____

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation. _____

If your company is not physically located in the region, how will you supply Drug & Alcohol Testing Services to agencies in the region? _____

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms. _____

List all licenses or permits your company possesses that are applicable to performing the services required in this Invitation for Bids. _____

For how many customers has your company provided Drug & Alcohol Testing Services in the past two (2) years? Please include the dates, the size of the area maintained, and the annual amount of the billing to each customer. _____

What is the largest customer your company has provided Drug & Alcohol Testing Services for in the past two (2) years? Please include the annual amount of the billing. _____

Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff. _____

List all the equipment that your company has available or that is intended to be used to perform the services required in this Invitation for Bids. _____

ATTACHMENT B

BID FORM FOR DRUG & ALCOHOL TESTING SERVICES

Company	Company Representative	Telephone

The pricing quoted must be inclusive of, but not limited to the following:

- All required labor
- All required profit
- All required overhead
- All required insurance
- All required transportation
- All required fuel and mileage
- All required equipment and materials
- Any and all other costs associated with performing the services
- All required business and professional li-censes, permits, fees, etc. (if any)

Pricing Structure: All pricing for Drug & Alcohol Testing Services includes all associated costs with no additional or hidden fees. Compensation for services will be in the form of a Firm Fixed Price Agreement. A unit price shall be given for each service, and that unit price shall be the same throughout the Contract.

Drug & Alcohol Testing	Unit Price
Price per Drug Test (Non-Contracted Facility)	
Price Per Drug Test (Contracted Facility)	
Price per Alcohol Test (Non-Contracted Facility)	
Price per Alcohol Test (Contracted Facility)	
Once a Year Administration Fee (If any)	

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges on behalf of the company:

Authorized Representative Signature

**ATTACHMENT C
CERTIFICATIONS & ASSURANCES**

1. That he/she has thoroughly read and understands this IFB and the attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in this IFB and the attachments thereto;
3. That the company agrees to all provisions of this IFB and the attachments thereto including, but not limited to, the Required and Optional Clauses to be included in any contract resulting from this IFB (Attachment L)
4. That the company will perform, without delay, the services required at the prices quoted in this **Attachment B**; and
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
6. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this IFB.
7. That the company can and will meet all required laws, regulations, and/or procedures related to Drug & Alcohol Testing Services and represents that it is licensed, certified and possesses the requisite credentials to perform these services. Further, if the company is the successful bidder and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any federal and state laws and regulations in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with requirements shall borne solely by Company.
8. **NON-DEBARMENT** By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids 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 bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government.
9. **INDEPENDENT PRICE DETERMINATION** - The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the bid offered.
10. **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES** - The prospective contractor represents as a part of such Contractor's bid or proposal that such Contractor **has not** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

11. **REPRESENTATION REGARDING CONTINGENT FEES** - The 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 other contingent fee, except as disclosed in the Contractor's bid or proposal.

12. **REPRESENTATION REGARDING GRATUITIES** - The bidder, offeror, or contractor 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*.

Signature: _____ **Date:** _____

Name: _____ **Title:** _____

Company Name: _____

*Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. **Modifications or additions to any portion of this bid document may be cause for rejection of the bid.***

ATTACHMENT D
PROFESSIONAL REFERENCES

REFERENCE 1

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Description of services including start and end dates

PROFESSIONAL REFERENCES

REFERENCE 2

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Description of services including start and end dates

PROFESSIONAL REFERENCES

REFERENCE 3

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Description of services including start and end dates

Applicant must submit at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past three (3) years. Bidder may submit as many references as desired by submitting as many additional copies of Attachment D, Professional References, as deemed necessary. References will be contacted in order listed until two (2) references have been interviewed and Reference Score Sheets completed. No further references will be contacted; however, bidders are encouraged to submit additional references to ensure that at least two (2) references are available for interview. MDCPS staff must be able to contact two (2) references within two MDCPS business days of bid opening for proposer to be considered responsive.

**ATTACHMENT E
REFERENCE SCORE SHEET**

****TO BE COMPLETED BY MDCPS STAFF ONLY****

Name of Bidder: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Contacted By: _____ Position: _____

Services From/To Dates: _____

Questions	Response (Circle One)	
	Yes	No
Able to provide D&A Testing Services when requested?	Yes	No
Satisfied with the services provided? If no, please explain.	Yes	No
Vendor easy to work with when scheduling D&A Testing Services?	Yes	No
Were the D&A Testing Services completed on time and within budget?	Yes	No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here ____.)	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend them?	Yes	No

Each “yes” is one point; each “no” is zero points. Bidder must have a minimum score of “6” from two references (total of “12” points) to be considered responsible and for its bid to be considered.

Score: _____

Do you have any business, professional or personal interest in the bidder’s organization? If yes, please explain.	Yes	No
---	-----	----

Notes:

ATTACHMENT F

PROPRIETARY INFORMATION FORM

The Respondent should mark any and all pages of this response considered to contain proprietary information. Such pages may remain confidential in accordance with Mississippi Code Annotated §§25-61-9 and 79-23-1 (1972, as amended). Each page of this response considered, by the Respondent, to contain trade secrets or other confidential commercial/financial information should be marked in the upper right-hand corner with the word “CONFIDENTIAL.” Any pages not marked accordingly will be subject to review by the general public after the award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures. Failure to clearly identify trade secrets or other confidential commercial/financial information may result in that information being released in a public records request.

For all procurement contracts awarded by state agencies, the provisions of the contract which contain 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.

If applicable, please indicate which parts/pages below that the contractor wishes to designate as proprietary. In addition, provide the specific statutory authority for the exemption. If this is not applicable, please indicate with “N/A” below.

- 1.
- 2.
- 3.
- 4.
- 5.

By signing below, I understand failure to clearly mark proprietary information as identified above may result in disclosure of such information as it will be subject to review by the general public after the award of the contract.

Signature of Authorized Official/ Title
(No stamped signature)

Date

**ATTACHMENT G
DEBARMENT VERIFICATION FORM**

Please Print/Type Clearly in Blue Ink

Subgrantee's/Contractor's Name	
Authorized Official's Name	
DUNS Number	
Address	
Phone Number	
Are you currently registered with www.sam.gov (Respond Yes or No)	
Registration Status (Type Active or Inactive)	
Active Exclusions (Type Yes or No)	

Federal Debarment Certification:

By signing below, I hereby certify that _____ is not on the list
(Subgrantee's Name/Contractor's Name)
for federal debarment on www.sam.gov –System for Award Management.

State of Mississippi Debarment Certification:

By signing below, I hereby certify that _____ is not on the list
(Subgrantee's Name/Contractor's Name)
for debarment for doing business within the State of Mississippi or with any Mississippi State Agencies.

Partnership Debarment Certification:

By signing below, I hereby certify that all entities who are in partnership through this contract with MDCPS (subcontractors, subrecipients, et al.) are not on the federal debarment list on www.sam.gov – System for Award Management or the State of Mississippi debarment list. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to MDCPS.

Signature of Authorized Official
(No stamped signature)

Date

ATTACHMENT H

Acknowledgement of Amendment to IBF No. 2023DATS002

I, _____, acknowledge that IBF No. 2023DATS002 has been amended on
Authorized Official's Name

_____ to include the following:
Date

I, _____, understand that bids will **only** be accepted from Bidders
Authorized Official's Name

who submit this acknowledgement of amendment # _____

Name of Company

Authorized Official's Typed Name/Title

Signature of Authorized Official

Date

(No stamped signature)

This acknowledgement should be enclosed in accordance with the instructions located in Section 1.8 of this IFB.

ATTACHMENT I
REQUIRED LETTER OF INTENT

Date

Mr./Ms./Dr. _____

Title _____

Address _____

City, State, Zip Code _____

Dear Mr./Ms./Dr.: _____

This letter confirms our intent to submit a bid pursuant to IFB No 2023DATS002

_____ service area includes _____. Also,
Organization Name County(ies)
in compliance with the requirements of the letter of intent, _____
Organization Name

submits the following information on or before deadline of _____ a.m/p.m., Central Time:

Contact Person's Name: _____

Contact Person's Title: _____

Phone Number: _____

Fax Number: _____

Tax I.D. Number: _____

DUNS Number: _____

Physical Address: _____

Authorized Official's Email Address: _____

Thank you for your consideration.

Sincerely,

Authorized Official

ATTACHMENT J
DRUG & ALCOHOL TESTING SERVICES CONTRACT DISCREPANCY REPORT

Drug & Alcohol Testing Services located at: _____

Date and Time of Service: _____

Report Date: _____

Discrepancy or Problem: (Describe in detail; attach supporting document; include reference to specification requirement; and attach continuation sheet if necessary). _____

Name: _____ Signature: _____ Date: _____

Independent Contractor Response as to Cause, Corrective Action, and/or Actions to Prevent Recurrence: (Cite applicable existing or new Quality Control Program or Procedures; and attach continuation sheet if necessary). _____

Name: _____ Signature: _____ Date: _____

MDCPS Evaluation and Action: (Partial or full acceptance, rejection, payment deduction, cure notice, show cause, termination, other; attach continuation sheet if necessary). _____

Name: _____ Signature: _____ Date: _____

ATTACHMENT K

Mississippi Department of Child Protection Services
Pre-Applicant's Statement of Acknowledgment

I understand and acknowledge that my signature on the attached contract and other documents and exhibits does not constitute a contract until same is approved and signed by the Commissioner of the MDCPS, who is that agency's official signature authority.

I further understand and acknowledge that the Commissioner of MDCPS may direct the Contracts Unit, to reject any or all bids.

Name _____

Organization _____

Signature of Authorized Representative: _____

Date _____

ATTACHMENT L

TO BE COMPLETED BY MDCPS ONLY

**STATE OF MISSISSIPPI
MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
CONTRACT FOR PROFESSIONAL SERVICES**

1. Parties. The parties to this contract are the Mississippi Department of Child Protection Services (hereinafter “MDCPS”) and [Independent Contractor] (hereinafter “Independent Contractor”).
2. Purpose. The purpose of this contract is for MDCPS to engage Independent Contractor for _____. Independent Contractor hereby agrees to render certain professional services described in Paragraph 3, “Scope of Services.”
3. Scope of Services. Independent Contractor will perform and complete in a timely and satisfactory manner the services described in the Scope of Services, attached hereto as Exhibit A, the “2nd Modified Mississippi Settlement Agreement and Reform Plan”, attached hereto as Exhibit B, and the Budget, attached hereto as Exhibit C, incorporated herein by reference.
4. Consideration. As consideration for the performance of this Contract, Independent Contractor shall be paid a fee not to exceed _____ (\$_____) in accordance with the budget attached hereto as Exhibit C.
5. Period of Performance. This contract will become effective for the period beginning [Start Date] and ending on [End Date] upon the approval and signature of both parties hereto.
6. Renewal of Contract. The contract may be renewed at the discretion of MDCPS upon written notice to Independent Contractor prior to the contract anniversary date for one successive one-year period under the same prices, terms, and conditions as in the original contract and/or subsequent contracts. The total number of renewal years permitted shall not exceed [four] or extend past [add date]. However, if MDCPS does not intend to renew the contract, Independent Contractor shall be notified in writing prior to the contract anniversary date.
7. Method of Payment. Independent Contractor agrees to accept payments referenced in Paragraph 4, “Consideration”, to be paid as billed by Independent Contractor, upon review and approval by MDCPS. Independent Contractor agrees to submit invoices to MDCPS that contain a detailed account of each billing. **The final invoice is to be submitted no later than fifteen (15) days after the contract end date.** Independent Contractor is classified as an independent contractor and not a contractual employee of MDCPS. As such, any compensation due and payable to Independent Contractor will be paid as gross amounts. Independent Contractor invoices shall be submitted to the Agency as set forth in Paragraph 27. Independent Contractor invoices shall be submitted to MDCPS at

contract.invoices@mdcps.ms.gov by the 10th day of each month following completion.

8. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the federal courts in the State or in a court of competent jurisdiction in Hinds County, Mississippi. Independent Contractor shall comply with applicable federal, state, and local laws and regulations.
9. Availability of Funds. It is expressly understood and agreed that the obligation of the MDCPS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDCPS, MDCPS shall have the right upon ten (10) working days written notice to Independent Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDCPS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
10. Representation Regarding Contingent Fees. 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 Contractor's bid or proposal.
11. Representation Regarding Gratuities. The Independent Contractor 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.
12. Compliance with Laws. Independent Contractor understands that MDCPS 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 Independent Contractor agrees during the term of the agreement that Independent Contractor will strictly adhere to this policy in its employment practices and provision of services. Independent Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
13. Insurance. Independent Contractor represents that it will maintain workers' compensation insurance as required by the State of Mississippi which shall inure to the benefit of all the Independent Contractor's personnel provided hereunder; comprehensive general liability or professional liability insurance, and employee dishonesty insurance or fidelity bond insurance with third party liability coverage. All general liability, professional liability,

employee dishonesty, and fidelity bond insurance will provide coverage MDCPS as an additional insured. MDCPS reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

14. Indemnification. To the fullest extent allowed by law, Independent Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, 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 attorney's fees, arising out of or caused by Independent Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, Independent Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Independent Contractor defends said claim, suit, etc., Independent Contractor shall use legal counsel acceptable to the State. Independent Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Independent Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

15. Stop Work Order.

1) Order to Stop Work: MDCPS may, by written order to Independent Contractor at any time, and without notice to any surety, require Independent Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Independent Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Independent Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, MDCPS shall either:

- a) cancel the stop work order; or,
- b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Independent Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Independent Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- a) the stop work order results in an increase in the time required for, or in Independent Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - b) Independent Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if MDCPS decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- 3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
 - 4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

16. Termination. The Commissioner may terminate this contract with or without cause upon thirty (30) days prior written notice to the Independent Contractor.

17. Termination for Convenience.

- 1) *Termination.* The Commissioner or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Commissioner or designee shall give written notice of the termination to Independent Contractor specifying the part of the contract terminated and when termination becomes effective.
- 2) *Independent Contractor's Obligations.* Independent Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Independent Contractor will stop work to the extent specified. Independent Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Independent Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Commissioner or designee may direct Independent Contractor to assign Independent Contractor's right, title, and interest under terminated orders or subcontracts to the State. Independent Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

18. Termination for Default.

- 1) *Default.* If Independent Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely

satisfy the contract provisions, or commits any other substantial breach of this contract, the Commissioner or designee may notify Independent Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Commissioner or designee, such officer may terminate Independent Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Commissioner or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Commissioner or designee. Independent Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

- 2) *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Independent Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Independent Contractor in which the State has an interest.
- 3) *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Independent Contractor such sums as the Commissioner or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- 4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Independent Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Independent Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Commissioner or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Independent Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Independent Contractor to meet the contract requirements. Upon request of Independent Contractor, the Commissioner or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Independent Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-priced contracts,

“Termination for Convenience”. (As used in this Paragraph of this clause, the term “subcontractor” means subcontractor at any tier).

- 5) *Erroneous Termination for Default.* If, after notice of termination of Independent Contractor’s right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
 - 6) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
19. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by MDCPS 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.
20. Modification or Renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary. Modifications shall not be initiated by the Independent Contractor within the last 90 days of the contract period, without prior approval from the Commissioner’s Office.
21. Anti-assignment/Subcontracting. Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor’s special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State 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 State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State 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 State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
22. Non-Solicitation of Employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates

unless mutually agreed to in writing by the State or Contractor.

23. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.
24. E-Payment. Independent 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 law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq.
25. E-Verification. If applicable, Independent Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Independent Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Independent Contractor agrees to provide a copy of each such verification. Independent Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Independent Contractor to the following:
 - (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
 - (2) the loss of any license, permit, certification or other document granted to Independent Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
 - (3) both. In the event of such cancellation/termination, Independent Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

26. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent MDCPS contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Independent Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.
27. Paymode. Payments by state agencies using the State’s accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Independent Contractor’s choice. The State may, at its sole discretion, require Independent Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Independent Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
28. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business listed herein. Notice shall be deemed given when actually received or when refused. MDCPS and Independent Contractor agree to promptly notify each other in writing of any change of address.

For Independent Contractor:
 Independent Contractor

 Attn: [Contact Name]
 [Independent Contractor Address]

For MDCPS:
 Mississippi Department of Child
 Protection Services
 Attn: Contracts & Finance
 750 North State Street
 Jackson, Mississippi 39202

29. Procurement Regulations. The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 700, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.dfa.ms.gov/pprb/>.
30. Severability. If any term or provision of this Contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the

remainder of this Contract shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

31. 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.
32. Requirements Contract. During the period of the contract, Independent Contractor shall provide all the service described in the contract. Independent Contractor understands and agrees that this is a requirements contract and that MDCPS shall have no obligation to Independent Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of MDCPS for the period of the contract. The amount is only an estimate and Independent Contractor understands and agrees that MDCPS is under no obligation to Independent Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Independent Contractor further understands and agrees that MDCPS may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.
33. Entire Agreement. This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understanding, and agreements, written or oral, between the parties relating thereto.
34. Approval Clause. It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date indicated below, after first being authorized so to do.

By: _____
Mississippi Department of Child
Protection Services
Andrea Sanders
Commissioner

By: _____
[Contractor Name]
[Contractor Contact Person]

ATTACHMENT M

**STATE OF MISSISSIPPI
MINORITY VENDOR SELF CERTIFICATION FORM**

Please complete the following information on this form and return immediately to the Mississippi Department of Finance and Administration, Attention: Vendor File Maintenance, P.O. Box 1060, Jackson, Mississippi 39215. Forms may also be faxed to (601) 359-5525.

Name of Business: _____
Address: _____ Post Office Box: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Tax I.D.: _____
SAAS Vendor #s (if known): _____
MINORITY STATUS

As used in this provision, means a business concern that (1) is at least 51% minority-owned by one or more individuals, or minority business enterprises that are both socially and economically disadvantaged and (2) have its management and daily business controlled by one or more such individuals as ascribed under the Minority Business Enterprise Act 57-69 and the Small Business Act 15 USCS, Section 637 (a). See back of form for more information. Should you require additional information regarding your Minority Status, or need assistance in completing this form please call the Mississippi Development Authority, Minority Business Enterprise Division at 601-359-3448.

Applicable Not Applicable

IF MINORITY STATUS IS APPLICABLE, PLEASE CHECK APPROPRIATE CODE BELOW:

Minority Business Enterprise

- A (Asian Indian)
- B (Asian Pacific)
- C (Black American)
- D (Hispanic American)
- E (Native American)

Women Business Enterprise

- M (Asian Indian)
- N (Asian Pacific)
- O (Black American)
- P (Hispanic American)
- Q (Native American)
- R (Other) Non Ethnic Women

The undersigned certifies under the penalties (administrative suspension and/or ineligibility for participation) set forth in the Minority Business Enterprise Act 57-69, and the Small Business Act 15 USCS, Section 637 (a), that the company classification and selected information above is true and correct. The undersigned will advise of any change in such classification at once.

Business: _____ Certified by: _____

Date: _____ Title: _____ Name Printed: _____

Issue Date March 31, 2002

ATTACHMENT N

**2nd Modified Mississippi
Settlement Agreement and
Reform Plan**

(See Mississippi Department of Child Protection Services Website)
<https://www.mdcps.ms.gov/about/olivia-y-lawsuit/>

ATTACHMENT O

Bid Exception Summary Form

List and clearly explain any exceptions, for all Invitation for Bids Sections and Attachments, in the table below. Indicate “N/A”, if there are no exceptions.

IFB Reference	Bidder Reference	Brief Explanation of Exception	MDCPS Acceptance (sign here only if accepted)
Reference specific outline point to which exception is taken	Page, section, items in Bidder’s Bid where exception is explained	Short description of exception being made	
1			
2			
3			
4			
5			
6			
7			

Signature of Authorized Official/ Title
(No stamped signature)

Date