

IFB-009-001



Jess H. Dickinson
Commissioner

Invitation for Bids

IFB No. 2019DTS001

Issue Date: March 6, 2019

MDCPS WELCOMES PARTICIPATION OF MINORITY BUSINESSES

INVITATION: Sealed Bids, subject to the attached conditions, will be received at this office until April 3, 2019, 12:00 p.m., Central Time for the acquisition of the product/services described below.

Drug Testing Services

Invitation for Bids Coordinator: Leigh Washington
contracts@mdcps.ms.gov

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SECTION 1

1.1 Bid Acceptance Period

The original and two (2) copies of the bid package, three (3) copies total, shall be signed and submitted (mailed or hand-delivered) in a sealed envelope or package to 750 N State Street, Jackson, Mississippi 39205 no later than the time and date specified for receipt of bids. Timely submission of the bid package is the 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. The 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, the 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.

1.1.1 Timeline

Task	Date
Advertisement	March 6, 2019; March 13, 2019 2019
Receive Questions for Clarification Deadline	March 25, 2019, 2:00 p.m., CT
Respond in Writing to Clarification (www.mdcps.ms.gov)	March 26, 2019
Required Letter of Intent Deadline	March 29, 2019, 3:00 p.m., CT
Bid Package Deadline	April 3, 2019, 12:00 p.m. CT
Bid Opening	April 3, 2019, 1:00 p.m., CT
Evaluation of Bid(s)	April 8, 2019, or later
Proposed Written Notification to Bidder(s)	April 11, 2019 or later
Proposed Period of Performance	July 1, 2019 - June 30, 2020

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 unless it is the only bid 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 date specified for receipt of bids. It must be determined by the MDCPS that the late receipt was due solely to mishandling by the MDCPS after receipt at the specified address.

The only acceptable evidence to establish the date of mailing of a late bid is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. 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

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readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Bidders 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.

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

The 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

Bidder shall notify MDCPS of their intention to submit a bid. The letter of intent (**Attachment K**) shall be submitted via email to contracts@mdcps.ms.gov by March 29, 2019, 3:00 p.m., Central Time. The letter of intent shall include the title of this invitation for bid, the bidder's organizational name and address, one (1) to two (2) sentences stating that the bidder'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. It is the bid's sole responsibility to ensure timely receipt.**

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.

1.4 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 three (3) 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

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of Mississippi or federal government. The bidder shall submit completed MDCPS Debarment Verification Form and Partnership Debarment Forms, attached to this IFB as **Attachment D**.

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/>

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 E**.

1.8 Additional Information

Questions related to services shall be submitted in writing to Kris Jones at Contracts@mdcps.ms.gov no later than March 25, 2019, 2:00 p.m., Central Time. Questions concerning the technical portions of the Request for Proposals should be directed to Leigh Washington at Contracts@mdcps.ms.gov no later than March 25, 2019, 2:00 p.m., Central Time. Proposers are cautioned that any statements made by the contact or technical contact person that materially change any portion of the Invitation for Bids shall not be relied upon unless subsequently ratified by a formal written amendment to the Invitation for Bids. All questions and answers will be published on MDCPS' website (www.mdcps.ms.gov) in a manner that all respondents will be able to view by March 26, 2019.

Questions and responses will be issued as an amendment and proposers must acknowledge receipt of this amendment by signing and returning with the proposal the Responses to Questions per IFB Form on MDCPS' website (www.mdcps.ms.gov). The acknowledgment must be received by MDCPS by the time and at the place specified for receipt of proposals. It is the proposer's sole responsibility to monitor the website for amendments to the IFB. by signing and returning the amendment (**Attachment I**) with the Bid, by identifying the amendment number and date in the space provided for this purpose.

MDCPS will not be held liable or responsible for responses to proposers by persons other than the persons specifically designated in this section.

From the release of this IFB until a contract is executed, Bidders shall not communicate with any MDCPS staff concerning the IFB except by using the method described above. If the Bidder attempts any unauthorized communication, MDCPS reserves the right to reject the Bidder's bid.

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1.9 Type of Contract

Compensation for services will be in the form of a firm fixed-price agreement. A firm fixed-price contract provides a price that is not subject to adjustment because of variations in the contractor's cost of performing the work specified in the contract.

1.10 Written Bids

All bids shall be in writing.

1.11 Acknowledgement of Amendments

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment (Attachment I) with the bid, by identifying the amendment number and date in the space provided for this purpose. The acknowledgment must be received by MDCPS by the time and at the place specified for receipt of the bid.

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 one (1) contract for drug testing services. It is understood that if any contract resulting from IFB 2019DTS001 that 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. any contract.

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 and MDHS employees 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

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be tested at laboratories certified by the DHHS; complete Medical Review Officer services, including any required follow-up with employees after their test results are received; and provide notification of drug and alcohol testing results within 48 hours, including completing and mailing to MDCPS and MDHS the Controlled Substances Testing Report and the Breath Alcohol Testing Report to be placed in the employees' file.

- Provide maintenance and selection of MDCPS and MDHS 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 and MDHS 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 and MDHS employees at least twice a year throughout the state, provide drug and alcohol testing to all new hires (approximately 900 annually), and provide testing for workers compensation injuries/accidents where reasonable suspicion exist. The bidder shall understand that the actual number of screens may be more or less than 900 during the period of performance.
- Capable of providing alcohol and drug testing services to MDCPS and MDHS employees throughout the state. In remote locations where there may not be a clinic, the consortium will contract with local hospitals and/or clinics to provide this service to MDCPS and MDHS 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, 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.
- Provide separate bill for MDCPS employees and MDHS employees.
- Shall be an equal opportunity employer.

2.3 Term

The anticipated term of the contract shall be for a period of one contract year, beginning July 1, 2019, and ending on June 30, 2020. The Contract may be renewed at the discretion of MDCPS upon written notice to Independent Contractor at least thirty (30) days prior to each contract anniversary date for a period of four (4) successive one-year periods under the

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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).

Renewal years are subject to the needs of the MDCPS, as well as the availability and appropriation of funds. The Chief Procurement Officer shall notify Independent Contractor, on a timely basis, in which 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 Independent Contractor's rights under any termination clause in 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.

SECTION 4

4.1 Bid Evaluation

Bids will be evaluated based on the requirements set forth in IFB no. 2019DTS001, 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 the bid price and be considered in evaluation for award shall be objectively measurable where possible. This Invitation for Bids sets forth the evaluation criteria to be used. No criteria will be used in an evaluation that is not set forth in this Invitation for Bids. 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 Invitation for Bids, IFB No. 2019DTS001, 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.

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4.1.3 Minimum Qualifications to be Deemed Responsible

4.1.3.1 Bidder must have been in business and provided Drug Testing Services similar in requirements and scale to those described in this IFB for a minimum of two (2) years.

4.1.3.2 These minimum qualifications are in addition to a minimum score of six (6) on the Reference Score Sheet (**Attachment D**) from reference interviews by MDCPS staff with **two (2)** Bidder References (for a total minimum scoring requirement of twelve (12) points), as well as all other requirements of this IFB.

4.1.4 Bid Exceptions

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the Bid Exception Form (**Attachment O**). 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.

4.1.5 Informalities and Irregularities

The 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 the MDCPS to properly evaluate the bid, the 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. The MDCPS reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the MDCPS of non-responsiveness based on the submission of nonconforming terms and conditions.

4.1.7 Bid Withdrawal

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:

4.1.7.1 The bid is submitted in good faith.

4.1.7.2 The price bid is substantially lower than those of other bidders because of a mistake.

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4.1.7.3 The mistake is a clerical error, not an error of judgment.

4.1.7.4 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 the MDCPS of claim of right to withdraw a bid. Within two business days after the bid opening, the bidder requesting withdrawal must provide to the 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 the 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 acceptable.

4.1.9 Bid Submission Format

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

- Table of Contents
- Bid Cover Sheet (**Attachment A**)
- Bid Form (**Attachment B**)
- MDCPS Standard Terms and Conditions (**Attachment C**)
- Completed and Signed Debarment Forms (**Attachment D**)
- Completed and Signed Proprietary Information (**Attachment E**)
- Required number of references (**Attachment F**)
- Acknowledgment of Amendment, if applicable (**Attachment I**)
- Discrepancy Report, if applicable (**Attachment J**)
- Minority Vendor Self Certification Form (**Attachment L**)
- Completed and signed Pre-Applicant Statement of Acknowledgement (**Attachment M**)
- E-verify Documentation (<https://www.uscis.gov/e-verify/e-verify-enrollment-page>);
- Completed and Sign W-9 form(<https://www.irs.gov/pub/irs-pdf/fw9.pdf>);
- Current certificate of Liability Insurance
- Statement 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) days of being offered an award. Sole proprietors are not required to register with Mississippi Secretary of State.

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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. The 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. **The 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 Attachments F and G.)** Only bidders who are found responsive and responsible will have their bids considered. The bidder may submit as many references as desired. The 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.

References must be listed on **Attachment F**.

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 Invitation for Bids 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 the 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 the Contractor fails to adhere to the drug testing services schedule, or if the Contractor fails to satisfactorily provide the prescribed service to all or any service area, the MDCPS will inform the Contractor, and the Contractor shall complete corrective action within twenty-four (24) hours. No payment shall be made to the Contractor until all deficiencies have been corrected. If the Contractor exhibits a pattern of non-performance as shown by repeated deficiencies, the MDCPS may

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terminate the contract without further obligation to the Contractor. (MDCPS may elect to use the form included as **Attachment J**, Drug Testing Services Contract Discrepancy Report.)

SECTION 5

5.1 Post-Award Vendor Debriefing

Agencies are encouraged to exchange information with vendors in an effort to build and strengthen business relationships and improve the procurement process between vendors and the State. To further this effort, agencies shall establish vendor debriefing procedure(s) and inform vendors at the time of procurement of the right to request a debriefing and the deadline to file a request. At a minimum, debriefing should occur before expiration of the protest period, within three (3) business days after the vendor request and prior to submission of the contract packet to the PPRB. Agencies shall submit with the contract approval request, documentation signed by their agency head or his or her designee, reporting the number of vendor debriefings requested and conducted. This information may be included as part of the protest correspondence required in Section 7-113 (Protest of Solicitations or Awards)

5.2 Protest of Award

(a) Interested Party means an actual or prospective bidder or offeror that may be aggrieved by the solicitation or award of a contract, or by the protest.

(b) Protestor means any actual or prospective bidder or offeror who is aggrieved in connection with the solicitation or the award of a contract and who files a protest.

(c) Special Assistant Attorney General shall mean the individual assigned by the Attorney General to provide legal assistance to the Department of Finance and Administration.

Agencies shall submit, with their contract approval request, documentation signed by their Executive Director, Agency Head, or his or her designee certifying that adequate time (at least seven (7) calendar days after issuing the award) to protest has been given to all prospective contractors and that no protest or potential protests are known to the agency or any agency employees. If a protest is known, the agency shall resolve the protest prior to the scheduled PPRB Board meeting. In the contract submission packet, the agency shall include a Protest Memo which discloses the subject matter of the protest, states whether the protest has been resolved, and explains the agency's internal procedure for reviewing protests and describes how the agency plans to or made the final determination concerning the protest.

5.3 Required Contract Terms and Conditions

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

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5.4 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.

5.5 Attachments

The attachments to this Invitation for Bids are made a part of this Invitation for Bids as if copied herein in words and figures.

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ATTACHMENT A**BID COVER SHEET**

MDCPS is seeking to establish a contract for Drug Testing Services for MDCPS and MDHS employees. Sealed bids are to be submitted (mailed or hand-delivered) as listed below, on or before the date and time specified in Section 1.1.1.

PLEASE MARK YOUR ENVELOPE:**Invitation for Bids for Drug Testing Services****IFB No. 2019DTS001****IFB DEADLINE: April 3, 2019 12:00 p.m.****OPENING DATE: April 3, 2019 1:00 p.m.****Attention: Leigh Washington, IFB Coordinator****750 N 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:** _____

FEI/FIN # (if company, corporation, or partnership)	
SS # (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 Invitation for Bids? _____

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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 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 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 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. _____

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**ATTACHMENT B
BID FORM FOR DRUG TESTING SERVICES**

Categories of Services to be provided. **Proposer must mark each category for which they wish to be considered.**

☐ **Drug Testing**

Company	Company Representative	Telephone

Drug Testing Contract Rate Schedule

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

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

Compensation for services will be in the form of a Fixed Price

Must include an itemized breakdown of the above-referenced budget categories and explain how each line item was calculated. All pricing should be based on contract deliverables on page 1 and include all associated costs with no additional or hidden fees.

Description	Unit Price	Quantity	Total

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

Authorized Representative Signature

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ATTACHMENT C
MDCPS STANDARD TERMS AND CONDITIONS

1. That he/she has thoroughly read and understands the Invitation for Bids and Attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in the Request for Qualifications and Attachments thereto;
3. That the company agrees to all provisions of the Invitation for Bids and Attachments thereto including, but not limited to, the Required Clauses to be included in any contract resulting from this IFB (Attachment H);
4. That the company will perform the services required at the prices indicated above;
6. The company represents that its workers are licensed, certified and possess the requisite credentials to perform comprehensive therapeutic care services.
7. **NON-DEBARMENT**-By submitting a Bid, the company certifies that it is not currently debarred from submitting qualifications for contracts issued by any political subdivision, agency of the State of Mississippi, or any other state and that it is not an agent of a person or entity that is currently debarred from submitting qualifications for contracts issued by any political subdivision, agency of the State of Mississippi, or any other state.

8. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation **HAVE/HAVE NOT** (*please circle applicable word or words*) 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 price.

9. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

The prospective Contractor represents as a part of such Contractor's bid that such Contractor **HAS/HAS NOT** (*please circle applicable word or words*) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

10. REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it **HAS/HAS NOT** (*please circle applicable word or words*) 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.

11. REPRESENTATION REGARDING GRATUITIES

The bidder or Contractor represents that it **HAS/HAS NOT** (*please circle applicable word or words*) 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

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Board Office of Personal Service Contract Review Rules and Regulations.

Company Name: _____

Printed name of authorized representative: _____

Date: _____

Signature: _____

*Note: Please be sure to **circle the applicable word or words** on numbers 9 (Prospective Contractor's Representation Regarding Contingent Fees) and 10 (Representation Regarding Contingent Fees) above. Failure to circle the applicable word or words and/or sign the qualifications form may result in the qualifications being rejected as non-responsive. **Modifications or additions to any portion of this qualification may be cause for rejection of bids.***

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ATTACHMENT DFederal Debarment Verification Form
Revised April 5, 2018**MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
FEDERAL 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 https://uscontractorregistration.com/search-sam-cage-duns/ (Respond Yes or No)	
Registration Status (Type Active or Inactive)	
Active Exclusions (Type Yes or No)	

I hereby certify that _____ is not on the list for federal
Subgrantee's Name/Contractor's Name
 debarment on <https://uscontractorregistration.com/search-sam-cage-duns/>.

Signature of Authorized Official_____
DatePartnership Debarment Verification Form
Revised April 5, 2018

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**MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
PARTNERSHIP DEBARMENT VERIFICATION FORM**

Please Print/Type Clearly in Blue Ink

Subgrantee's/Contractor's Name	
Authorized Official's Name	
DUNS Number	
Address	
Phone Number	

I hereby certify that all entities who are in partnership with MDCPS (subcontractors, subrecipients, et al.) are not on the federal debarment list on <https://uscontractorregistration.com/search-sam-cage-duns/> – System for Award Management. 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

Date

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ATTACHMENT E

Proprietary Information Form
Revised February 1, 2017

Proprietary Information Form

Did the Applicant submit any information to the MDCPS for the IFB No. 2019DTS001 which contained trade secrets or other proprietary data which the contractor wishes to remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code?

Yes _____

No _____

If yes, please indicate which parts/pages below that the contractor wishes to designate as proprietary.

1.

2.

3.

4.

5.

Signature of Authorized Official/ Title Date (No stamped signature)

Name of Organization

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ATTACHMENT F

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

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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

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ATTACHMENT G REFERENCE SCORE SHEET

TO BE COMPLETED BY MDCPS ONLY

Name of Bidder: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Questions	Response	
Able to provide Drug Testing Services when requested?	Yes	No
Satisfied with the services provided? If no, please explain.	Yes	No
Vendor easy to work with when scheduling Drug Testing Services?	Yes	No
Were the Drug Testing Services completed on time and within budget?	Yes	No
Independent Contractor 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

Contacted By: _____ Position: _____

Services From/To Dates: _____

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:

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ATTACHMENT H
TO BE COMPLETED BY MDCPS ONLY

STATE OF MISSISSIPPI
MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
CONTRACT FOR DRUG TESTING 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 the MDCPS to engage Independent Contractor and 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, and the "*2nd Modified Mississippi Settlement Agreement and Reform Plan*," attached hereto as Exhibit B, and incorporated herein by reference.
4. Consideration. As consideration for the performance of this Contract, the Independent Contractor shall be paid a fee not to exceed _____(\$_____) in accordance with the Budget attached hereto as Exhibit C. It is expressly understood and agreed that in no event shall the total compensation paid hereunder exceed the specified amount of _____(\$_____).
5. Period of Performance. This contract will become effective for the period beginning [add date] and ending on [add 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 at least ninety days prior to each contract anniversary date for a period of four successive one-year periods 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, the [Independent Contractor's Name] shall be notified at least ninety (90) days 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 [add 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 for MDCPS employees shall be submitted to MDCPS at contract.invoices@mdcps.ms.gov. Independent Contractor invoices for MDHS employees shall be submitted to MDHS at

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DHSAccounts.Payable@mdhs.ms.gov.

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 Board 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

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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.
 - a. *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, the MDCPS shall either:
 - i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

 - b. *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:
 - i. 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,
 - ii. 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

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justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

- c. *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.

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.

- a. *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.
- b. *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.

- a. *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.
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Independent Contractor shall take timely,

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reasonable, and necessary action to protect and preserve property in the possession of Independent Contractor in which the State has an interest.

- c. *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.
 - d. *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).
 - e. *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.
 - f. *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

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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. 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.
22. 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.
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. MDCPS 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 MDCPS within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.
25. E-Verify 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

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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 MDCPS, 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 cancellations/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. 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 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

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29. 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.
30. Trade Secrets, Commercial and Financial. 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.
31. 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.
32. 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.
33. 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.

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

MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: Jess H. Dickinson, Commissioner Title: Deputy Commissioner

INDEPENDENT CONTRACTOR'S NAME

By: _____
Authorized Signature

Printed Name: _____

Title: _____

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ATTACHMENT I

Acknowledgement of Amendment
Revised April 19, 2016

Acknowledgement of Amendment to IBF No. 2019DTS001

I, _____, acknowledge that IFB No. 2019DTS001 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

_____(No stamped signature)
Signature of Authorized Official Date

This acknowledgement should be enclosed in accordance with the instructions located in Section 1.11 of this RFP.

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ATTACHMENT J
DRUG TESTING SERVICES CONTRACT DISCREPANCY REPORT

Drug 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: _____

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Required Letter of Intent
Revised April 19, 2016

ATTACHMENT K
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. 2019DTS001

_____ 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 March 29, 2019, 3:00 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

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ATTACHMENT L**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

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ATTACHMENT M

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_____

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ATTACHMENT N

2nd Modified Mississippi Settlement Agreement and Reform Plan

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

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Bid Exception Summary Form
Revised April 19, 2016

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			