



**Andrea Sanders  
Commissioner**

## **REQUEST FOR QUOTES (QR)**

### **ON-SITE MOBILE SHREDDING SERVICES**

**QR No. 2023OSMS001  
RFx: 3140003466**

**Issue Date: May 12, 2023**

**MDCPS WELCOMES PARTICIPATION OF MINORITY BUSINESSES**

**Contact Person:**

Jerrika Brantley

[Contracts@mdcps.ms.gov](mailto:Contracts@mdcps.ms.gov)

750 N State Street

Jackson, MS 39202

(601) 359-4368

**INVITATION: Subject to the attached and referenced terms and conditions, quotes for the acquisition of the products/services described in this QR will be received at this office until May 26, 2023, by 10:00 a.m., CT.**

## **PURPOSE**

The Mississippi Department of Child Protection Services (MDCPS) is requesting quotes from qualified respondents to provide on-site mobile shredding services for the MDCPS State Office Building located at 750 N State Street Jackson, MS 39202. It is understood that any contract resulting from this solicitation may require approval by the Public Procurement Review Board (PPRB). If any contract resulting from this solicitation is not approved by MDCPS and/or PPRB (if required), it is void and no payment shall be made. MDCPS will award one (1) contract for services mentioned. MDCPS has the right to reject any and all quotes during any step of the procurement or awarding process (even after negotiations have begun).

## **TERM**

The anticipated date for services to begin is July 1, 2023, with an ending date of June 30, 2026. Upon Notification by MDCPS, at least thirty (30) days prior to each contract anniversary date, the contract may be renewed by MDCPS for a period of one (1) successive two-year period(s) under the same prices, terms and conditions as in the original contract.

Compensation for services will be in the form of a firm fixed-rate agreement. A Unit Price shall be given for each service, and that unit price shall be the same throughout the Contract.

## **SCOPE OF SERVICES**

The Contractor shall perform and render the following services at the MDCPS State Office Building located at:

1. The Contractor will coordinate all communications with the Agency through the MDCPS Director of Administration.
2. Mobile operations shredding is defined as secure destruction activities carried out using mobile commercial-grade destruction equipment that destroys confidential agency materials within an enclosed and secured vehicle (truck or trailer) at the Agency's site. At the request of the contracting Agency, the services are to be provided in two separate formats: Purge Shredding and Scheduled Shredding.
  - a. Purge shredding is defined as shredding services where the materials that need to be shredded are not stored in contract bins; for example, Agency needing to shred twenty (20) boxes of paper. With purge shredding, the materials that need to be shredded may be collected using Agency containers. The container sizes for purge shredding are a standard copy paper box and banker/legal file box as provided by the Agency. Alternatively, purge shredding may require the Contractor to fill a 64 or 96-gallon container brought to the site by the Contractor at the time of the on-site shredding and charge the Agency according to the number of containers shred.
  - b. Scheduled shredding is defined as the collection and shredding of contents from contract bins that are placed at agency locations or facilities on a recurring basis, such as bi-monthly, monthly, or quarterly as agreed upon by the Contractor and the Agency. For scheduled shredding, the Contractor shall provide the Agency with lockable, wheeled containers with a hinged top, which can be opened by designated Agency personnel when necessary. The

scheduled shredding format will be available in the following three container sizes: 32, 64, and/or 96-gallons. Containers shall be clearly marked for their intended use.

The Contractor shall perform secure shredding services for Agency on an as-needed (i.e. annual purge) or on a scheduled basis, as mutually agreed upon between the Contractor and each Agency.

3. Agencies dispose of records that are no longer needed or past the retention date. Various agencies possess a variety of information material that requires secure destruction. Information material includes primary papers (office paper, computer paper, colored paper, glossy paper, file stock, laser printer paper, file folders, envelopes, etc.). The information material may contain sensitive or confidential information as defined by specific statutes and regulations or that may be set by Agency policy. Confidential documents must be attended by Agency monitor or physically secured at all times. The Contractor acknowledges that they will be handling confidential information and must agree to maintain confidentiality of the information. All records are to be disposed of in a confidential manner. Contractor personnel designated to work with confidential records may be required to sign a statement of confidentiality guaranteeing non-disclosure of information prior to performing any work at the sole discretion of the Contracting Agency. The confidentiality statement may be designed, implemented, and maintained by either the Contractor or the Agency. If required, the statement of confidentiality shall be made available for viewing by the Agency. Contractor staff shall not inspect, view, peruse, copy, or examine any confidential information material whether or not designated for shredding or disposal. Confidential information material shall also not be disclosed, released, or communicated to any third-party person, organization, or entity. Removal of records to the municipal dump is not permitted. The Contractor shall notify the Agency of any violation or breach. Unauthorized release of documents will not be tolerated and will be considered grounds for contract termination.

4. All mobile operation shredding must be performed at the Agency's convenience so as not to interrupt its normal operations. Services may be provided at a large range of facilities. The Agency may have more than one location in different regions of the state. Contractor personnel may be required to sign-in and sign-out at state facilities. Security provisions for all state facilities must be strictly observed. All Contractor personnel must be uniformed or have visible identification at all times. Contractor personnel may be required to provide photographic identification for inspection upon entering state facilities. The Contractor is advised that for all state facilities, Contractor personnel shall strictly abide by all state policies and procedures at all times. Deviations from these policies by the Contractor or its personnel will not be tolerated and will be considered grounds for contract termination.

5. The Contractor shall furnish all labor, skills, tools, materials, supplies, equipment, and supervision necessary to perform the tasks as specified. All mobile operation shredding will occur on-site. No documents will be taken from the facility to be destroyed at another location. No documents are to be left on the truck overnight for shredding the next working day. Documents are to be shred at the time of arrival unless a monitor is required by the Agency. The Contractor will not begin until a monitor is available to view the process when required by the Agency. The Contractor must use all shredded materials for recycling of consumer products (e.g., paper towels, cereal boxes, etc.) and not for packing material.

6. All mobile operations shredding services must equal or exceed the specifications listed. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail, and that only first quality equipment and workmanship are to be used.

7. Upon completion of each shredding service, unless otherwise agreed to by the Agency, the Contractor must complete and return the Certification of Document Destruction, included as Exhibit D to this contract. This formal certificate of destruction indicates actual destruction has taken place. This form must be provided upon completion of destruction services or as required by the Agency. The Agency may utilize this form or a similar form and may even request the certificate be printed on the Contractor's letterhead. The Certificate of Destruction must include: location of Agency facility; date service provided; number of containers for scheduled shredding or number of pounds for purged shredding; and signature and title. If an Agency monitor is required, the monitor should also sign and date this form.

8. Contractor shall, with respect to all on-site mobile shredding services provided to the Agency:

a. Assign a Contractor Account Representative to work directly with the Agency Representative.

b. Abide by all ordinances and laws pertaining to the Agency's operation and obtain and pay for all necessary permits, licenses, and fees for work performed and give all notices and comply with all laws, ordinances, rules, and regulations.

c. Provide secure and confidential destruction of agency documents on an ongoing schedule and/or on an as-needed basis, as requested by the Contracting Agency. Information material must remain secured from the moment of retrieval/pick-up until destruction is accomplished. The Contractor must ensure no violation of any state, federal, or local law, including HIPAA guidelines; ensure that there are appropriate safeguards to prevent use or disclosure of the information; immediately inform the Agency of any use or disclosure of the information; and ensure that any personnel are aware not to use or disclose the information.

d. Ensure all on-site mobile shredding services are provided during the times specified by the Agency. Occasionally, the contracting Agency may have an unexpected service need. In these situations, the Contractor agrees to complete the ad hoc service request within two (2) business days upon notification from the Agency, at purge shredding services rates unless otherwise specified and agreed upon in writing by the Agency.

e. Coordinate with the Agency to schedule service times and dates. Upon agreement, the Contractor will supply the Contracting Agency with a yearly schedule as to when pickups will occur. Quantity of pickups, container sizes, and schedule may be adjusted at any time by the Agency to better compliment the Agency's requirements. The Contractor will adjust shredding services for holidays and furloughs and notify the Contracting Agency regarding adjustments and next service dates.

f. Notify the Agency within two (2) hours of knowledge if unable to fulfill a scheduled service appointment. The Contractor agrees to complete the scheduled service within twenty-four (24) hours of a missed appointment, unless otherwise specified and agreed upon in writing by the Agency.

g. Allow services to be inspected, observed, tested, or reviewed by an employee of the Agency at all times. If required by the Agency, Agency monitors must be present to witness the destruction process of all Agency information material and/or an authorized representative of the Agency may, at any time, inspect the document destruction process. The Contractor agrees that an agency designee, at any time throughout the contract, may accompany the Contractor during any collection, hauling, weighing, or destruction process being conducted by the Contractor for mobile destruction. The Contractor shall not restrict or in any way limit the Agency's right or ability to oversee any services provided by the Contractor.

h. Perform all collection and shredding of information materials on-site in an appropriate vehicle. Vehicles used for the destruction of documents must have lockable cabs and lockable, fully enclosed boxes. When unattended, the vehicle cabs and boxes must be locked. Contractor may not charge the Contracting Agency any additional cost for fuel. Any such costs are included in the price per pound/box/container rate.

i. Coordinate with the Contracting Agency in determining the number and size of containers required. Quantity of containers per Agency location for the collection and storage of information materials will be based on estimated volume and may be adjusted during the term of the contract as the Agency need requires. The Agency, not the Contractor, will assign minimum quantities of containers to any agency location utilizing this contract. The containers shall be delivered within five (5) business days of Agency request. The Contractor shall deliver containers on the dates and times agreed upon by the Agency and Contractor. The Agency withholds the right to refuse any unscheduled deliveries without charge or penalty. The container size(s) may be adjusted at any time by the Agency to better complement the Agency's requirements. The Contractor will be responsible for delivery, set-up and all transportation costs. Contractor may not charge for the use of containers or for their return and/or removal. Placement of containers in agency locations shall be in accordance with applicable fire codes. Locations may be adjusted during the term of the contract as Agency need requires. The Contractor shall maintain all bins in operable condition, replacing locks, lids, handles, etc., as needed at no cost to the Agency. The Contractor shall replace damaged containers at no additional charge. The containers and any other equipment provided to the Agency by the Contractor remains the property of the Contractor.

j. Weigh the shredded documents and leave a receipt with the Agency to compare with the invoices for payment.

k. Use certified scales to measure the weight of the shredded material to be billed at the per pound rate. Contracting Agencies reserve the right to have the scale tested for accuracy at the Agency's discretion and expense. In the event the scale is determined to be inaccurate,

the Contractor shall reimburse the testing expense to the Agency and may be considered grounds for contract termination.

l. Maintain records documenting the total number of recipients and names (or unique identifiers) of recipients to whom services were provided and the dates the services were provided so that an audit trail documenting service provision can be maintained.

m. Agree to supply environmental reports as requested from the Agency at no additional charge. Environmental reports may include, but are not limited to, number of tons of shredded material, how much carbon dioxide was saved by recycling this material instead of land filling, etc. The Agency may request additional reports such as number of pickup locations by site, number of bins, etc. at no additional charge within forty-five (45) days.

n. Abide by all state and/or agency policies and procedures at all times. Deviations from these policies by the Contractor or its personnel will not be tolerated and will be considered grounds for contract termination.

i. All state facilities are non-smoking; the Contractor and its personnel must adhere to this requirement. The use of tobacco products is prohibited, except within designated smoking areas.

ii. It is illegal to have in one's possession any illegal drug or alcoholic beverage while on state property.

iii. The Contractor's employees should refrain from using foul, abusive, or profane language on state property.

iv. The Agency reserves the right to inspect and search all Contractor personnel and/or vehicles anytime while on facility grounds.

v. Contractors are required to sign-in and sign-out at most state facilities. Security provisions for all state facilities must be strictly observed.

o. Ensure all Contractor personnel are well-groomed and in uniform at all times. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms with visible company logo appropriately and easily identifiable. Agency identification badges as well as personal identification of the individual employee shall be worn and clearly visible while on state property. Contractor personnel may be required to provide photographic identification for inspection upon entering state facilities.

p. Clean up the immediate document destruction area and ensure that all loose materials are collected and removed each time document destruction services are performed. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the Contractor. No material shall be stored on-site without prior approval from the Agency.

q. Be responsible for all damages and shall be held responsible for replacing or repairing any damage due to negligence on the part of the Contractor or Contractor personnel to any person(s) and/or property. The Contractor shall replace and repair any damage to any building or property, including but not limited to the replacement of any cracked or broken concrete (sidewalks, curbs, etc.) caused by on-site activities. The Agency may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property.

r. Exercise precautions at all times for the protection of persons (including employees) and property. The Contractor shall make such investigations to enable them to fully understand the facilities, difficulties, and restrictions attending the execution of the work on-site. The project shall at all times be properly supervised and adequately manned by an experienced crew of appropriate size. At no time shall equipment be operated without guards, shields, or other manufacturer's recommended safety accessories in place and functioning as intended by the manufacturer. All work shall be accomplished by skilled workers familiar with and trained to do this type of work. Workers shall be qualified to operate and/or use the equipment necessary to accomplish this work. Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting, and temporary fencing/barricades around work areas shall be installed and maintained in accordance with industry standards. The Contractor shall ensure that its personnel are equipped with proper safety items. The Contractor shall be responsible for the supervision and direction of the work performed by its personnel. The Contractor shall be responsible for instructing its personnel in all safety measures. All equipment used by the Contractor shall be maintained in safe operating condition at all times, and be free from defects or wear that may in any way constitute a hazard to any person or persons on state property. All incidents involving agency property or personnel shall be reported to the designated agency contact immediately upon occurrence.

s. Perform all services provided in the contract between the Contractor and the Agency in accordance with customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents. The Contractor shall be responsible for the complete performance of all work; for the methods, means, and equipment used; and for furnishing all materials, tools, apparatus and property of every description used in connection therewith. No statement within this contract shall negate compliance with any applicable governing regulation. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used.

4. The Contractor shall also:

a. Administer and maintain all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by State, Federal, and local laws such as social security and withholding taxes for their business and employees.

- b. Make all unemployment compensation contributions as required by Federal and State law(s) and process claims as required for their business and employees.
- c. Perform a background check and/or drug screening prior to placement if requested by the Agency and verify and/or provide the results; and,
- d. Replace, at no additional expense to the Agency, any document destruction/shredding technician not performing satisfactorily immediately.
- e. Contractor must provide an annual usage report to the PPRB detailing the total amounts associated with this Contract until this Contract expires.

5. The Contracting Agency shall:

- a. Extend all necessary cooperation in scheduling on-site mobile shredding services and ensuring all document collection containers are readily available for pick up and shredding.

**QUOTE SUBMISSION**

The quote and all attachments shall be signed and submitted to [contracts@mdcps.ms.gov](mailto:contracts@mdcps.ms.gov) no later than the time and date specified for receipt of quotes. Timely submission of the quote is the responsibility of the Offeror. Quotes received after the specified time, shall be rejected. A written notice of rejection shall be emailed. [Contracts@mdcps.ms.gov](mailto:Contracts@mdcps.ms.gov) shall acknowledge receipt of quote via email. **A NON--ACKNOWLEDGEMENT is a NON-RECEIPT of quote. It is the Offeror's sole responsibility to ensure timely receipt.**

Responses are due no later than **May 26, 2023, at 10:00 a.m., CT**. Quotes via facsimile will not be accepted. Any quotes received after this deadline shall be considered LATE and will be recorded as such and included in the procurement file. Late quotes are deemed non-responsive and not considered for further evaluation. Respondent will be notified if response is deemed nonresponsive due to missed deadline. There are no exceptions to the deadline date and time or method of submission.

A completed quote packet shall include:

- completed and signed Quote Form (Attachment A);
- completed and signed Certifications and Assurances (Attachment B);
- completed and signed Debarment Verification Form (Attachment C);
- completed and signed Proprietary Information Form (Attachment D); and
- completed and signed Quote Exception Summary (Attachment E).

The following may be submitted with quote packet, but will be required before contract start date:

- completed and signed Minority Vendor Self Certification Form (Attachment F);
- E-Verify documentation, if applicable (<https://www.uscis.gov/e-verify>);



- Taxpayer Identification Number and certification (Completed W-9);
- Proof of registration with the Mississippi Secretary of State (if applicable);
- current certificate of liability insurance; and

**Insurance.** Independent Contractor represents that it will maintain workers' compensation insurance which shall inure to the benefit of all Independent Contractor'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.

- Registration with Mississippi's Accountability System for Governmental Information and Collaboration (MAGIC), (if not already registered, visit:  
<http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/supplier-selfservice/>

## **AWARD**

An award may be made to the respondent whose quote is determined, in writing, to be the most responsive, most responsible, and lowest bid.

All participating offerors will be notified of MDCPS' intent to award a contract. In addition, MDCPS will identify the selected offeror. Notice of award is also made available to the public upon request.

An offeror, successful or unsuccessful, may request a post-award proposer debriefing, in writing, by U.S. mail or electronic submission, to be received by the agency within three (3) business days of notification of the contract award. A proposer debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the proposer must notify the agency and identify its attorney by name, address, and telephone number. MDCPS shall be allowed to 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 refer to Section 7-113 of the *Public Procurement Review Board, Office of Personal Service Contract Review Rules and Regulations* for more information.

## **REQUIRED CONTRACT TERMS AND CONDITIONS**

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

## **ATTACHMENTS**

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

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

*MDCPS reserves the right to reject any and all quotes where the Respondent takes exception to the terms and conditions of the QR and/or fails to meet the terms and conditions and/or in any way attempts to limit the rights of MDCPS and/or the State of Mississippi, including but not limited to, the required contractual terms and provisions set forth in this QR.*

**THIS SPACE LEFT INTENTIONALLY BLANK**

## ATTACHMENT A

### Quote Form

**Date Submitted:** \_\_\_\_\_ **Deadline Date:** May 26, 2023 @ 10:00am CT

**Respondent's Organization Information:**

**Name of Organization:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Authorized Official:** \_\_\_\_\_

**Title:**

**Phone:** (       ) \_\_\_\_\_

**Email:** \_\_\_\_\_

Tax I.D.#:

DUNS #: \_\_\_\_\_

**BUSINESS ID#** (Issued from Mississippi Secretary of State's Office (*Out-of-state corporations ONLY*)): \_\_\_\_\_

**Certificate of Liability Insurance Period of Coverage:** \_\_\_\_\_

**Contact Person for Respondent:**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Phone:** (       ) \_\_\_\_\_

**Email:**

**Description of Services:** (optional to add the description of services as a separate attachment/document to this form, but this section is required whether it is completed below or added as an attachment)

[illegible]

**ATTACHMENT A**  
**(Continued)**

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

How many years has the firm been in business to perform the services outlined in this RFQ? \_\_\_\_\_

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 the services outlined in the RFQ?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List all licenses or permits your company possess that are applicable to performing the services required in this RFQ.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT A**  
**(Continued)**

**Terms of Agreement:** July 1, 2023 through June 30, 2026, with the option of a one (1) successive two-year period.

**Requirement:** Respondent must provide pricing in the below requested format. All pricing should be based on description of services to be offered and include all associated costs with **no** additional or hidden fees.

Pricing for Scheduled Shredding Service	Per Container		
	Bi-Monthly	Monthly	Quarterly
<b>32 Gallon Container (Console)</b>			
Each Additional			
<b>64 Gallon Container (Tote)</b>			
Each Additional			
<b>96 Gallon Container (Tote)</b>			
Each Additional			
<b>Service Fee (If any)</b>			

Pricing for Purge Shredding Services	Rate
<b>Per Pound, using an agency container</b>	
<b>Service Fee (If any)</b>	
<b>Copy Paper Box (Provided by Agency)</b>	
<b>Banker/Legal File Box (Provided by Agency)</b>	
<b>64 Gallon Container (Tote)</b>	
<b>96 Gallon Container (Tote)</b>	
<b>Service Fee (If Any)</b>	

*By signing below, I certify that the above-mentioned information is true and complete, and I have the legal authority to bind the company. I do not have any questioned costs, audit, monetary and/or unresolved findings with MDCPS, Division of Program Integrity. I understand that as a condition of award, I may be required to present documentation which verifies the accuracy of the information on this Quote Form, as well as, the required documents listed in this solicitation. Any incorrect and/or missing information is considered non-responsive and is subject to rejection. Modifications or additions to any portion of this Quote Request may be cause for rejection of the quote.*

\_\_\_\_\_  
Signature of Authorized Official  
(No stamped signature)

\_\_\_\_\_  
Date

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

**ATTACHEMENT B  
CERTIFICATIONS AND ASSURANCES**

I/We make the following certifications and assurances as a required element of the quote to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s) by circling the applicable word or words in each paragraph below:

**1. 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 quote.

**2. REPRESENTATION REGARDING GRATUITIES**

The respondent 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 Board Office of Personal Service Contract Review Rules and Regulations.

**3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

The respondent 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 respondent or competitor relating to those prices, the intention to submit a quote, or the methods or factors used to calculate price.

**4. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES**

The prospective Contractor represents as a part of such Contractor's quote 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.

Name/Title: \_\_\_\_\_

Signature/Date: \_\_\_\_\_

*Note: Please be sure to **CIRCLE THE APPLICABLE WORD OR WORDS** provided above. Failure to circle the applicable word or words and/or to sign the bid form may result in the bid being rejected as nonresponsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.*

## ATTACHEMENT C



### 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 <a href="http://www.sam.gov">www.sam.gov</a> (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 for  
Subgrantee's Name/Contractor's Name  
federal debarment on [www.sam.gov](http://www.sam.gov) –System for Award Management (SAM).

#### State of Mississippi Debarment Certification:

By signing below, I hereby certify that \_\_\_\_\_ is not on the list for  
Subgrantee's Name/Contractor's Name  
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](http://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 D**  
**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  
(No stamped signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Organization



**ATTACHMENT E**  
**QUOTE EXCEPTION SUMMARY**

Respondents taking exception to any part or section of the solicitation, including contract clauses listed in Appendix C and Appendix E of the PPRB OPSCR Rules and Regulations (<http://www.dfa.ms.gov/dfa-offices/personal-service-contract-review/pscrb-rules-regulations/>), shall indicate such exceptions on the Quote Exception Summary. Failure to indicate any exception will be interpreted as the Respondent's intent to comply fully with the requirements as written. Conditional or qualified quotes, unless specifically allowed, shall be subject to rejection in whole or in part.

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

Reference	Respondent's 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 Respondent's quote where exception is explained	Short description of exception being made	
1			
2			
3			
4			
5			
6			
7			

*MDCPS reserves the right to reject any and all quotes where the Respondent takes exception to the terms and conditions of the QR and/or fails to meet the terms and conditions and/or in any way attempts to limit the rights of MDCPS and/or the State of Mississippi, including but not limited to, the required contractual terms and provisions set forth in this QR.*

\_\_\_\_\_  
Signature of Authorized Official  
*stamped signature*

\_\_\_\_\_  
Date *(No*

\_\_\_\_\_  
Name of Organization

**ATTACHMENT F**  
**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 G**  
**CONTRACT**  
**STATE OF MISSISSIPPI**  
**MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES**  
**CONTRACT FOR [INSERT TYPE OF SERVICES]**

1. Parties. The parties to this contract are the Mississippi Department of Child Protection Services (hereinafter “MDCPS”) and [Insert Vendor Name] (hereinafter “Independent Contractor”).
2. Purpose. The purpose of this contract is for MDCPS to engage Independent Contractor for [insert type of services]. 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 “*2<sup>nd</sup> 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, Independent Contractor shall be paid a fee not to exceed Contract Amount (\$\_\_\_\_\_) 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 [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](mailto:contract.invoices@mdcps.ms.gov) by the 10<sup>th</sup> 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-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 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.

<b>For the Agency:</b>	<b>For Contractor:</b>
Agency Contact MDCPS 750 N. State Street Jackson, MS 39202	Vendor Contact Vendor Name Contractor Title City, State Zip

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]