

**Mississippi Department of Rehabilitation Services
1281 Highway 51, Madison, MS 39110**

SOLICITATION NUMBER: Bid # 3160005745

INVITATION: Written bids subject to the conditions herein stated and attached hereto, will be received at this office until Wednesday, March 29, 2023, at 4:00 P.M. local time for furnishing the services as described below for the Mississippi Department of Rehabilitation Services. Opening of bids will begin Thursday, March 30th, 2023 at 8:00 A.M. local time.

The bid opens at MDRS state headquarters, 1281 Highway 51, Madison, MS 39110. All bidders must have an updated MAGIC vendor number. The bidder may update their profile or secure a vendor number by going online to: www.mmrs.state.ms.us/vendors/index.shtml if additional assistance is required, call 601-359-1343 or email: mash@dfa.ms.gov. Mississippi Department of Rehabilitation Services reserves the right to reject any or all bids.

DESCRIPTION:

The Mississippi Department of Rehabilitation Services (MDRS) – Assistive Technology Department is hereby requesting written bids for certified installers for the purchase and installation of lowered floor vehicle conversions, mobility device lifts and adaptive driving equipment and accessories. Interested parties will be responsible for entering into a personal services contract with MDRS.

Scope of Services

Selected vendor(s) shall be responsible for providing lowered floor vehicle conversions, mobility device lifts and adaptive driving equipment and accessories to eligible clients of the Mississippi Department of Rehabilitation Services (MDRS) as determined by authorized staff of MDRS.

- A. Selected vendor(s) will be responsible for providing services statewide. Contracts will be awarded on an item by item basis, and multiple vendors may be selected for each item.
Contract terms will be July 1, 2023-June 30, 2027.
- B. Purchases under this contract shall be exempt from State Sales Tax and Federal Excise Tax.
- C. Selected vendor(s) shall maintain the following:
 - a. Current business license
 - b. Worker's Compensation Insurance for all of the employees employed at the site of the project. In case of any class of employees engaged in hazardous work under the Worker's Compensation Statute, vendor shall provide Employer's Liability Insurance for the protection of their employees not otherwise protected.

- c. Comprehensive Public General Liability Insurance, including but not limited to bodily injury, property damage, contractual liability, products liability, completed operation and owner's protective liability with a minimum aggregate of \$1,000,000.
- d. Vehicular Liability Insurance. If any non-licensed motor vehicles are engaged in operations within the terms of the contract on the site of the work to perform hereunder, such insurance shall cover the use of all such motor vehicles engaged in operation unless such coverage is included in the insurance specified. If a commercial shipper is used, they should insure the vehicle that is being shipped.
- D. Selected vendor(s) shall have the physical facilities, dedicated space and equipment necessary to perform the modifications and equipment installation properly. If not, a subcontractor may be used, provided they meet all the requirements for vendors. All subcontractors must be identified in the RFP and must be included as insured under its policies or shall furnish separate certificates for each subcontractor, which is equal to the requirement cited above.
- E. Selected vendor(s) shall have received factory training on the installation, repair, and maintenance of adaptive equipment where applicable.
- F. Selected vendor(s) shall have received certification in the Quality Assurance Program (QAP) or have filed an official application for Quality Assurance Program certification through the National Mobility Equipment Dealers Association (NMEDA). Application must be on file with NMEDA by July 1, 2023. Vendors must be certified through NMEDA by June 30, 2027.

Inspections

- A. Selected vendor(s) must submit to intermittent and final inspection of vehicle modification and equipment installation by persons designated by the MS Department of Rehabilitation Services.
- B. Selected vendor(s) must provide a minimum of five days notice prior to intermediate inspections and final inspections and delivery. Intermediate inspections will generally be required in cases where vehicle structural modifications (raised roof, lowered floor, raised doors) are specified. The Vehicle Modification Specifications will inform the vendor which inspections will be required.

Warranties

- A. Selected vendor(s) must provide "hands-on" operational instructions in the proper use and maintenance of the equipment to the client and other vehicle users. Appropriate documents, such as operations manuals, warranty information, wiring diagrams and dealer contract information, will be provided.

Consideration and Method of Payment

As consideration for the performance of this contract, selected vendor(s) shall be paid based on authorizations issued by respective counselor(s) of the MS Department of Rehabilitation Services. Prices will be based on the lowest manufacturer's suggested retail price, less the discount as indicated on the respective vendor's bid sheet. Additionally, hourly wage for labor costs will be billed at the rate as specified on the vendor's bid sheet.

Special Conditions

Selected vendor(s) shall agree to furnish the MS Department of Rehabilitation Services with current copies of the lowest manufacturer's suggested retail price, equipment lists, and the various manufacturer's minivan conversion packages and modifications they include. This documentation should be provided on a flash drive or emailed to Kris Geroux (kgeroux@mdrs.ms.gov) as opposed to hardcopy listings. The discount bid shall apply to the price lists. Additional adaptive equipment or modifications will be paid at MSRP less the discount associated with lift or lowered floor vehicle conversions. Subsequent to awards, the discounts will apply to the current price list on file with the MS Department of Rehabilitation Services. Catalogs and price lists shall be emailed to Kris Geroux (kgeroux@mdrs.ms.gov), at the beginning of the contract period and any changes or updates that occur during the period of the contract shall also be emailed to Mr. Geroux.

The consumer shall be responsible for all transportation of the consumer's vehicle to and from the selected vendors' facility. (Clients who are considering purchasing a minivan for conversion should consult with the Vocational Rehabilitation/Office of Special Disability Programs Counselor, Assistive Technology Specialist, and the approved vendor prior to the purchase of the vehicle in order to know the advantage and disadvantages of minivans given client's disability. This consultation will help avoid having to pay for shipping of the vehicle to out-of-town conversion sites.)

For lowered floor vehicle conversions, mobility device lifts and adaptive driving equipment and accessories the selected vendor(s) shall be responsible for all work done and/or equipment furnished by other parties and or sub-contractors. The selected vendor(s) shall be responsible for adhering to and complying with the specifications provided by the MS Department of Rehabilitation Services.

INQUIRIES REGARDING BIDS

Inquiries regarding this Request for Bids must be directed to:

MS Department of Rehabilitation Services
Purchasing
Attention: Jordan Carroll
P.O. Box 1698
Jackson, MS 39215
601-853-5304

SUBMISSION OF BIDS

All bids must be submitted electronically through the State of Mississippi web-based procurement system known as MAGIC. The electronic submissions are automatically dated and time stamped. The procurement system will not allow the bids to be opened by the Department of Rehabilitation Services until the bid hour.

Please note: It shall be the responsibility of each vendor to ensure that your profile is current in the MAGIC procurement system. Current information such as e-mail address, contact person(s), phone number(s), etc., must be updated whenever changes are made to your company's profile.

If the agency is closed for any reason, including but not limited to: acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"), which closure prevents the opening of bids at the advertised date and time, all bids received shall be publicly opened and read aloud on the next business day that the agency shall be open and at the previously advertised time. The new date and time of the bid opening, as determined in accordance with this paragraph, shall not be advertised, and all bidders, upon submission of a bid proposal, shall be deemed to have knowledge of and all shall have agreed to the provisions of this paragraph. Bids shall be received by the agency until the new date time of the bid opening as set forth herein. **The agency shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of the agency as a result of a Force Majeure Event.** Each bidder shall be required to ensure the delivery and receipt of its bid by the agency prior to the new date and time of the bid opening.

The vendor's written bid/proposal shall contain the following minimum information:

1. Completed vendor bid forms, which are attached hereto and incorporated in as Exhibits A,B,C and D. Vendor shall ensure all sections of forms are completed which include:
 - a. name of company and physical address of company's place of business;
 - b. age of consultant's business and the average number of employees over the past three(3) years;
 - c. certification signed by an authorized representative of the company;
 - d. proposed percentage discount for each line item. Note: the minimum acceptable discounts shall be: Lowered Floor Vehicle Conversions – 5%, Mobility Device Lifts – 10%, and Adaptive Driving equipment and accessories – 5%;
 - e. proposed hourly wage rate for labor.
2. Proof of Contractor's liability insurance;
3. Proof of Worker's Compensation Insurance;
4. Proof of Comprehensive Public General Liability Insurance, including but not limited to bodily injury, property damage, contractual liability, products liability, completed operations and owner's protective liability with a minimum aggregate of \$1,000,000.
5. Either proof of certification in the Quality Assurance Program (QAP) or certification by vendor that they have filed an official application for Quality Assurance Program certification through the National Mobility Equipment Dealers Association (NMEDA). If vendor certifies an official application has been filed, vendor must provide proof of certification by July 1, 2023.

RENEWAL OF CONTRACTS

The contract may be renewed at the discretion of the agency upon written notice to the contractor at least 60 days prior to the contract anniversary date for a period of one year under the same prices, terms, and conditions as in the original contract. The total number years permitted shall not exceed five.

COMPENSATION FOR SERVICES

Compensation for Services shall be in accordance with the "Method and Consideration of Payment" as stated above.

REJECTION OF BIDS

Bids which do not conform to the requirements set forth in this IFB may be rejected by MDRS. Bids may be rejected for reasons which include, but are not limited to, the following:

1. The bid contains unauthorized amendments to the requirements of the IFB;
2. The bid is conditional;
3. The bid is incomplete or contains irregularities which make the proposal indefinite or ambiguous;
4. The bid is received late;
5. The bid is not signed by an authorized representative of the party;
6. The bid contains false or misleading statements or references; and
7. The bid does not offer to provide all services required by the IFB.

ACCEPTANCE OF BIDS

MDRS reserved the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation of the IFB which does not give one party an advantage or benefit not enjoyed by other parties, or adversely impacts the interest of MDRS. Waiver, when granted, shall in no way modify the RFP requirements or excuse the party from full compliance with the IFB specifications and other contract requirements, if the party is awarded the contract.

COOPERATIVE

The Political Subdivisions of the State and Quasi-State Agencies, may be permitted to purchase from contracts made by the Department of Rehabilitation Services. The bidder may, at its option, permit political subdivisions of the state and quasi-state agencies to purchase from any contracts awarded against this solicitation.

DISPOSITION OF BIDS

All submitted bids become the property of the State of Mississippi.

SELECTION OF CERTIFIED INSTALLERS

Based on the IFB's submitted and the evaluations performed by MDRS staff on the respective IFB's submitted, MDRS may select more than one vendor to perform the services as described under "Scope of Services" above.

ADDING OF ADDITIONAL VENDORS

MDRS is unable to add vendors after award of contract without cancellation of contract. MDRS will be required to re-bid contract to add a vendor.

ASSIGNMENT OF RESPONSIBILITY

Selected vendor(s) may not assign or otherwise transfer its obligations or duties under this Contract without the prior written consent of MDRS. Any attempt to assign or transfer the obligations and duties hereunder without such consent shall be void.

IFB DOES NOT CONSTITUTE ACCEPTANCE OF OFFER

The release of the Request for Bids does not constitute an acceptance of any offer, nor does such release in any way obligate MDRS to execute a contract with any other party. MDRS reserves the right to accept, reject, or negotiate any or all offers on a basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with MDRS.

EXCEPTIONS AND DEVIATIONS

Offerors taking exception to any part or section of the solicitation shall indicate such exceptions in the proposal and shall be fully described. Failure to indicate any exception will be interpreted as the offeror's intent to comply fully with the requirements as written. Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.

EXPENSES INCURRED IN PREPARING OFFERS

MDRS accepts no responsibility for any expense incurred by the offeror in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the offeror.

ADDITIONAL INFORMATION

Questions about this Request for Bid must be submitted in writing to Jordan Carroll at P.O. Box 1698, Jackson, MS 39215. Offerors are cautioned that any statements made by the contact person that materially change any portion of the Request for Bid shall not be relied upon unless subsequently ratified by a formal written amendment to the Request for Bid.

DEBARMENT

By submitting an IFB, 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 and that it is not an agent of person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the state of Mississippi.

ISSUANCE OF CONTRACT

Vendor(s) selected by MDRS to perform services as specified under "Scope of Services" above shall be issued a Personal Services Contract which shall be in effect through June 30, 2027. The Personal Services Contract issued shall be considered a Fixed Price Contract, since rates are set by MDRS as identified under "Consideration and Method of Payment".

CONTRACTOR'S RESPONSIBILITIES

Vendor(s) selected shall be responsible for complying with contract requirements, submitting accurate invoice in a timely manner and maintaining current licenses, certifications, and insurance policies. Failure to comply with terms of these responsibilities may cause termination of the contract.

APPLICABLE LAW

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

AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the MS Department of Rehabilitation Services 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

discontinued or material alteration of the program under which funds were provided or if funds are not otherwise available to the MDRS, the MDRS shall have the right upon ten (10) working days written notice to the contractor, to terminate this agreement without damage, penalty, cost or expense to the MDRS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

COMPLIANCE WITH LAWS

The selected vendor(s) understands that the MDRS 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, or any other consideration made unlawful by federal, State or local laws. All such discrimination is unlawful and the selected vendor(s) agrees during the term of the agreement that the selected vendor(s) will strictly adhere to this policy in its employment practices and provision of services. The selected vendor(s) 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 many be amended or modified.

STOP WORK ORDER

1. **Order to Stop Work:** The procurement officer, by written order to the selected vendor(s) at any time, and without notice to any surety, require a selected vendor(s) 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 the 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, the 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 procurement officer 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 of Expiration of the Order:** If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or 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 the contractor's properly allocable to, the performance of any part of this contract; and,

(b) the contractor asserts a claim for such and adjustment within 30 days after the end of the period of work stoppage; provided that, if the procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to the final payment under this contract.

3. **Termination of Stopped Work:** If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the responsible costs resulting from the stop work order shall be allowed by adjustment or otherwise.

REPRESENTATION REGARDING CONTINGENT FEES

Vendor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the contractor's bid or proposal.

REPRESENTATION REGARDING GRATUITIES

The bidder, offeror, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities.

ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgement must be received by MDRS by the time and at the place specified for receipt of bids.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or methods or factors used to calculate the prices.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

The prospective vendor(s) represents as a part of such contractor's bid or proposal that such contractor has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

E-PAYMENT

Vendor 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," Mississippi Code Annotated 31-7-301, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice.

E-VERIFICATION

Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated 71-11-1 and 71-11-3, and will register and participate in the status verification system for all newly hired employees. 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 legal 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. Vendor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject Vendor to the following:

1. termination of the Agreement 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 Contractor by an agency, department of governmental entity of the right to do business in Mississippi for up to one (1) year; or,
3. both – in the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to Contractor cancellation of loss of license or permit.

E-PAYMENT

Vendor 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," Mississippi Code Annotated 31-7-301, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice.

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1. termination of the Agreement 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 Contractor by an agency, department of governmental entity of the right to do business in Mississippi for up to one (1) year; or,
3. both – in the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to Contractor cancellation of loss of license or permit.



Exhibit A

Vendor Bid Forms

Name of Company: _____

Physical Address: _____

Contact Information: PHONE: _____

EMAIL ADDRESS: _____

Number of Years in Business Performing Mobility Device Lifts, Minivan Conversions, ATC Conversions and Adaptive Driving Equipment and Accessories: _____

Average number of employees over the past three (3) years: _____

Cooperative:

Political subdivisions of the State and Quasi-State Agencies, may be permitted to purchase from contracts made by the MS Department of Rehabilitation Services. The bidder may, at its option, permit political subdivisions of the State and Quasi-State Agencies to purchase from any contracts awarded against this solicitation. Please check below:

Bidder shall permit any contract awarded under this IFB to apply to other Political Subdivisions of the State and Quasi-State Agencies.

_____ Yes _____ No

Signature

Date

Title



Exhibit B

Vendor Bid Forms
MOBILITY DEVICE LIFTS

In accordance with the terms outlined in the bid specifications, we _____ (vendor name), propose to sell to the MS Department of Rehabilitation Services, the van lifts listed below, at the lowest manufacturer's suggested retail price, less the indicated discount.

MANUFACTURER AND ITEM

DISCOUNT

BRAUN CORPORATION

Wheelchair lifts, accessories, and other equipment and supplies, including installation costs.

BRUNO

Wheelchair and scooter lifts, accessories and other equipment and supplies, including installation costs and assembly.

HARMAR

Wheelchair and scooter lifts, accessories and other equipment and supplies, including installation costs and assembly.

RICON

Wheelchair lifts, accessories and other equipment and supplies, including installation costs and assembly.

SCOOTER LIFTS

Wheelchair and scooter lifts, accessories and other equipment and supplies, including installation costs and assembly.

HOURLY WAGE FOR LABOR (ALL BIDDERS ARE REQUIRED TO COMPLETE THIS SECTION)

CERTIFICATION

We certify that we have not given, offered to give, or intend to give at any time hereafter, any economic advantages, regards, gifts, loans, future employment, trips or other special favors to or on behalf of any MS Department of Rehabilitation Employee.

Signature of Authorized Representative

Date



Exhibit C

Vendor Bid Forms

ADAPTIVE DRIVING EQUIPMENT AND ACCESSORIES

In accordance with the terms outlined in the IFB specifications, we _____ (vendor name), propose to sell to the MS Department of Rehabilitation Services, the Adaptive Driving equipment and accessories listed below, at the lowest manufacturer's suggested retail price, less the indicated discount.

MANUFACTURER AND ITEM

DISCOUNT

EMC (Electronic Mobility Controls)

Adaptive driving controls, primary and secondary, including all attachments and accessories, excluding cost of original vehicle.

Adaptive Driving equipment and accessories(Veigel, SureGrip, MPS, MPD, Menox, Wells Enberg)

Adaptive driving controls, primary and secondary, including all attachments and accessories, excluding cost of original vehicle.

HOURLY WAGE FOR LABOR (ALL BIDDERS ARE REQUIRED TO COMPLETE THIS SECTION)

CERTIFICATION

We certify that we have not given, offered to give, or intend to give at any time hereafter, any economic advantages, regards, gifts, loans, future employment, trips or other special favors to or on behalf of any MS Department of Rehabilitation Employee.

Signature of Authorized Representative

Date



Exhibit D

Vendor Bid Forms

LOWERED FLOOR VEHICLE CONVERSIONS

In accordance with the terms outlined in the IFB specifications, we _____ (vendor name), propose to sell to the MS Department of Rehabilitation Services, the EMC Equipment listed below, at the lowest manufacturer's suggested retail price, less the indicated discount.

MANUFACTURER AND ITEM

DISCOUNT

BRAUN CORPORATION

Entervan series of minivan conversions as specified, including all attachments and accessories, which are factory installed, excluding cost of original vehicle.

VANTAGE MINIVAN SERIES

Minivans conversions as specified, including all attachments and accessories, which are factory installed, excluding cost of original vehicle.

ATC TRUCK/SUV CONVERSION SERIES

Truck and SUV conversions as specified, including all attachments and accessories, which are factory installed, excluding cost of original vehicle.

HOURLY WAGE FOR LABOR (ALL BIDDERS ARE REQUIRED TO COMPLETE THIS SECTION)

CERTIFICATION

We certify that we have not given, offered to give, or intend to give at any time hereafter, any economic advantages, regards, gifts, loans, future employment, trips or other special favors to or on behalf of any MS Department of Rehabilitation Employee.

Signature of Authorized Representative

Date