

INVITATION FOR BIDS

IFB Number 3160008178

To Provide: Annual Equipment Certification Calibration of Instruments in all branches of
the Mississippi Forensic Laboratory

CLOSING LOCATION

Mississippi Department of Public Safety, Procurement Department

209 Allen Stuart Drive, 3rd floor Suite 3600

Pearl, MS 39208

BID COORDINATOR

Britney Wesley or Sonya Williams
Procurement Department

Telephone: 601-987-1407 or 601-987-1467

Fax: 601-987-1442

E-mail: bjwesley@dps.ms.gov or sonya.williams@dps.ms.gov

CLOSING DATE AND TIME

Bids must be received by 10:00 A.M., CST Monday, August 31, 2026

SECTION 1

1.1 Bid Acceptance Period

The original and 1 copy of the bid, 2 copies total, shall be signed and submitted in a sealed envelope or package to Britney Wesley or Sonya Williams, Mississippi Department of Public Safety, Procurement Department, Suite 3600, 209 Allen Stuart Drive, Pearl, MS 39208, no later than the time and date specified for receipt of bids. Timely submission of the bid is the responsibility of the bidder. Bids received after the specified time shall remain sealed, unopened and be maintained as a part of the procurement file. The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bid. The time and date of receipt shall be indicated on the envelope or package by Procurement. Each page of the bid and all attachments shall be identified with the name of the bidder. Modifications or additions to any portion of the procurement document may be cause for rejection of the bid. The Mississippi Department of Public Safety (MDPS) reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, the MDPS may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. Bids submitted via facsimile (fax), or email will not be accepted.

1.1.1 Timeline

Task	Date
Advertisement Dates for IFB	July 28, 2026; August 4, 2026
Receive Questions & Answers for Clarification Dates	Starting 8:00 a.m. CST, Friday, July 28, 2026, to Friday, August 14, 2026, at 5:00 p.m. CST. Please email questions to bjwesley@dps.ms.gov or sonya.williams@dps.ms.gov
Respond in Writing to Clarification	Wednesday, August 19, 2026
Bid Submission Deadline	No later than 10:00 a.m. CST Monday, August 31, 2026
Bid Opening Date	Monday, August 31, 2026
Anticipated Award notification date	Tuesday, September 8, 2026
Request for Reconsideration date and time	Monday, September 14, 2026, 5:00 p.m. CST
Anticipated Contract Start Date	October 23, 2026

Note: MDPS reserves the right to adjust the Procurement Schedule as it deems necessary.

1.1.2 Late Submissions

A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it is the only bid received, or it is received before award is made and was sent by registered or certified mail not later than the fifth ^(5th) calendar day before the date specified for receipt of bids. It must be determined by the Mississippi Department of Public Safety that the late receipt was due solely to mishandling by the Mississippi Department of Public Safety after receipt at the specified address.

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

The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

1.1.3 Contact and Questions/Requests for Clarification

Bidders must carefully review this solicitation, risk management provisions, and all attachments for defects, questionable, or objectionable material. Following review, vendors may have questions to clarify or interpret the Information for Bid (IFB) in order to submit the best bid possible. To accommodate the questions and requests for clarifications, vendors shall submit any such question via email by the deadline reflected in Section 1. All questions and requests for clarifications must be directed by email to:

Britney Wesley or

(601) 987-1407

or

Sonya Williams

(601)987-1467

bjwesley@dps.ms.gov

sonya.williams@dps.ms.gov

Vendors should enter "IFB RFX 3160008178" Questions" as the subject for the email. Question submittals should include a reference to the applicable IFB section and be submitted in the format shown below:

	IFB Section, Page Number	Vendor Question/Request for Clarification

Official responses will be provided only for questions submitted as described above and only to clarify information already included in the IFB. The identity of the organization submitting the

question(s) will not be revealed. All questions and answers will be published on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency's website as an amendment to the IFB by the date and time reflected in Section 1.

The agency will not be bound by any verbal or written information that is not contained within this IFB unless formally noticed and issued by the contact person as an IFB amendment. Bidders are cautioned that any statements made by agency personnel that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

All vendor communications regarding this IFB must be directed to the Bid Coordinator. Unauthorized contact regarding the IFB with other employees of the agency may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the State.

1.2 Expenses Incurred Preparing Bid

All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

1.3 Bid

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

1.3.1 Bidder Certification

The bidder agrees that submission of a signed bid is certification that the bidder will accept an award made to it as a result of the submission. The bidder certifies that the price submitted was independently arrived at without collusion.

1.4 Registration with Mississippi Secretary of State

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

1.5 Exclusion or Debarment

By submitting a bid, proposal, qualification, or application in response to the solicitation (IFB, RFP, RFQ, or RFA), the bidder/offeror/applicant certifies that it is not currently excluded or debarred from future contract awards by any political subdivision or agency of any state, federal, local, or county government. Bidder/Offeror/Applicant further certifies that it is not an agent of any such person or entity.

Bidder/Offeror/Applicant certifies that it has not, in the five-year period preceding its offer, been convicted of or had a civil judgment rendered against it for commission of a fraud or criminal offense in connection with obtaining, attempting to obtain, or performance of a public contract;

violation of antitrust laws; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder/Offeror/Applicant certifies that it is not presently indicted or otherwise criminally or civilly charged with the commission of any of the acts listed herein.

Bidder/Offeror/Applicant certifies that, within the past five years, it has not had a contract with a governmental entity terminated due to the bidder/offeror/applicant's failure to perform, default, or any other action or inaction by the bidder/offeror/applicant.

1.6 Acknowledgement of Amendments

Bidders/offeror shall acknowledge receipt of any amendment to the procurement IFB in writing. The acknowledgement shall be submitted in writing by signing and returning the amendment(s) with the bid submission, identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. Each bidder/offeror shall submit a written acknowledgement of every amendment to the MDPS on or before the submission deadline.

1.6.1 Bidder must provide a signed Acknowledgements of IFB Amendment(s), Questions, and Answer document(s), and/or Summary of Pre-Bid Conference, Tour, or Site Visit, if any were issued/posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency's website.

1.6.2 The IFB is comprised of the base IFB document, any attachments, any amendments issued prior to the submission deadline, and any other documents released before contract award.

1.7 Type of Contract

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

1.8 Written Bid

All bids shall be in writing.

1.9 Rejection of Bids

The agency may cancel the solicitation or reject any bids; submitted if the Agency determines it is in the agency's best interest to do so. A bid response that includes terms and conditions that do not conform to the terms and conditions in the IFB document is subject to rejection as non-responsive. Further, submission of a bid form that is not complete and/or signed is subject to rejection as non-responsive. The agency reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the agency staff of non-responsiveness based on the submission of nonconforming terms and conditions. Furthermore, if a bidder's price is substantially higher than those of other bidders, meaning those in excess of a twenty-five percent (25%) differential, the bidder's price will be deemed non-responsive.

1.10 Withdrawal of Bids

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

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

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

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

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded, or otherwise benefit from the contract.

No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted.

SECTION TWO

1. Services

1.1. Purpose

The MDPS is seeking to establish a contract for Annual Calibration of Instruments and equipment services on behalf of the Mississippi Forensics Laboratory (MSFL). It is understood that any contract resulting from 3160008178 requires approval by the Public Procurement Review Board (PPRB). If any contract resulting from 3160008178 is not approved by the Public Procurement Review Board, it is void and no payment shall be made.

1.2. Specification for Annual Equipment Certification Calibration of Instruments

The Contractor will perform the following services upon request of the Mississippi Forensics Laboratory (MSFL), in fulfillment the purposes of this contract:

Chemical Fume Hood
Scale
Balance

**Centrifuge
Pipette
Gauge Block
UCAD
Caliper
Bio Safety Cabinet
Autoclave
Pressure Gauge
Flow Meter
Thermometer Eutechnics
Graduated Cylinder
Travel Charge Pearl Lab
Travel Charge Batesville Lab
Travel Charge Meridian Lab
Travel Charge Gulf Coast Lab**

Vendor must be ISO 17025 Accredited, and scope of accreditation must include the range of services, as well as field calibration to perform calibrations onsite at MSFL facilities.

Scope of Service

The Mississippi Forensics Laboratory is requesting proposals to procure calibration of Instruments and equipment on behalf of the State. MSFL will select one vendor to award the contract to provide calibration services, as well as field calibration to perform calibration onsite at MSFL facilities.

Location of Services
Pearl Lab

Equipment	Quantity
Chemical Fume Hood	26
Scale	1
Balance	41
Centrifuge	26
Pipette	147
Gauge Block	1
UCAD	3
Caliper	1
Bio Safety Cabinet	3
Flow Meter	1
Autoclave	3
Pressure Gauge	1
Thermometer Eutechnics	3
Graduated Cylinders	13
Travel Charge	2

Batesville Lab

Equipment	Quantity
Chemical Fume Hood	7
Scale	2
Balance	8
Centrifuge	5
Pipette	7
Autoclave	1
Graduated Cylinders	6
Travel Charge	1

Meridian Lab

Equipment	Quantity
Chemical Fume Hood	3
Scale	2
Balance	8
Graduated Cylinders	6
Centrifuge	2
Pipette	3
UCAD	1
Autoclave	1
Travel Charge	1

Gulf Lab

Equipment	Quantity
Chemical Fume Hood	7
Chemical Fume Hood	1
Scale	2
Balance	13
Centrifuge	3
Graduated Cylinders	7
Pipette	5
Bio Safety Cabinet	2
Caliper	2
Autoclave	1
Travel Charge	1

2.2.1 The Contractors shall:

- Assign a Contractor Account Representative to work directly with the Contracting Agency Representative.
- 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.
- It is illegal to have in one's possession any illegal drug or alcoholic beverage while on state property.
- The Contractor's employees should refrain from using foul, abusive, or profane language on state property.
- The MDPS reserves the right to inspect and search all Contractor personnel and/or vehicles anytime while on facility grounds.
- Contractors are required to sign-in and sign-out at most state facilities. Security provisions for all state facilities must be strictly observed.
- 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. Contracting Agency may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property.
- 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. 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. 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.
- Abide by all State and/or agency policies, procedures, ordinances, and/or laws pertaining to the Contracting Agency's operation at all times, including but not limited to the items listed above. Deviations from these policies by the Contractor or its personnel will not be tolerated and will be considered grounds for contract termination.
- Perform all services provided in the contract between the bidder/vendor and MDPS 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 IFB shall negate compliance with any applicable governing

regulation. The absence of detailed 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.

2.2.2 The Contractors shall also:

- 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.
- Make all unemployment compensation contributions as required by federal and state law(s) and process claims as required for their business and employees.
- Perform a background check and/or drug screening prior to placement if requested by the Contracting Agency and verify and/or provide the results; and,
- Replace immediately, at no additional expense to the Contracting Agency, any employee not performing satisfactorily.

1.3. Term

The term of the contract shall be for a period of 48 months. Upon written agreement of both parties and prior to the contract anniversary date, the contract may be renewed by the MDPS for a period of 1 year period under the same prices, terms, and conditions in the original contract subject to approval by PPRB. The total number of renewal years permitted shall not exceed 1. Contract renewals will be evaluated based on the availability of funds, changes in program direction, ability of the contractor to meet scheduled deliveries and milestones in a satisfactory manner and satisfactorily performing all duties of the contract.

1.3.1. Multi-Term Contracts

Unless otherwise provided by law, a contract for services may be entered for four years multi-term with an option to renew for one (1) additional year under the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds.

2.3.1.1 Requirements

- Provide Calibration of Instrument for the Mississippi DNA Laboratory
- A unit price shall be given for each service, and that unit price shall be in the same throughout the contract.
- This contract will be canceled if funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period succeeding the first; however, this does not affect either the State's right or the contractor's rights under any termination clause in the contract.
- The Procurement Officer must notify the contractor on a timely basis that the funds are or are not available for the continuation of the contract for each succeeding fiscal period.

- A multi-term contract may be awarded to the bidder whose submit the lowest and best bid. To determine which bid is the lowest, MDPS will take the sum of each bidder subtotal price. Since bid is being awarded to lowest and best bid, Bidder must bid on all items. Failure to bid on all items will cause for rejection of bid.
- Vendor's technical response must successfully demonstrate the capability to meet the IFB requirements. This includes providing responses documenting the ability to meet the required specifications for all services noted within this document. This includes providing the vendor's current accreditation certification and scope document demonstrating ISO/IEC 17025 accreditation.
- Vendor's professional references must include names and addresses or organizations with whom the vendor laboratory previously contracted with to provide similar services. A minimum of three (3) reference laboratories.

SECTION THREE

2. Insurance

2.1. Insurance Requirements

The successful vendor shall maintain at least the minimum level of worker's compensation insurance, comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000.00 per occurrence. All workers' compensation, comprehensive general liability, professional liability insurance will provide coverage to DPS as an additional insured. DPS reserves the right to request from carriers' certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance. The contractor must be prepared to provide evidence of required insurance upon request by DPS at any point during the contract period and should consult with legal counsel regarding its obligations.

SECTION FOUR

3. Award Process

3.1. Basis for Award

All bids will be reviewed first to determine whether a vendor is responsive, responsible, and/or acceptable. Requirements are not assigned a point percentage and/or score but are instead simply recorded as PASS or FAIL. Bids with errors that do not alter the substance of the bid can be accepted, and the Agency Chief Procurement Officer may allow the bidder to correct the problem prior to review as long as the irregularities are insignificant mistakes that can be waived or corrected without prejudice to other bidders.

The Agency may cancel the solicitation or reject any bid submitted if the Agency determines it is in the Agency's best interest to do so.

In addition to the complete unredacted version of the bid, the bidder shall also submit a copy of the bid with information the bidder deems confidential commercial and financial information

and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1 redacted in black.

In addition to the complete unredacted version of the bid, the bidder shall also submit a copy of the bid with information the bidder deems confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1 redacted in black. Notice to the bidder that the redacted version of the bid – or if a bidder does not produce a redacted version, the full bid document – will be released at the Agency's sole discretion, without notice to the bidder and will be produced as a public record exactly as submitted. Bidder acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Regulations if the MSDPS or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1.

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

All bids which are determined to be responsive, responsible, and/or acceptable will continue on to the price bid or cost. The lowest cost bid will receive the maximum 100 points allocated to cost. The point allocations for cost on the other bids will be evaluated according to the following formula: Price of the lowest responsive and responsible bid divided by the price of the responsive and responsible bid being rated times the maximum 100 points allocated for cost equal the awarded points.

3.1.1. Award

The agency intends to award one contract to provide the services described in this IFB to the lowest responsible and responsive bidder.

3.1.2. Responsive Bidder

Bidder must submit bid which conforms in all material respects to this Invitation for Bids, RFX 3160008178, as determined by the MS Department of Public Safety.

3.1.3. Responsible Bidder

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

3.1.4. Minimum Qualifications to be Deemed Responsive

- (1) Bidder must have been in business and providing the services listed in IFB or in requirements and scale to those described in this Invitation for Bid for a minimum of one (1) year-verify minimum qualification.
- (2) Bidder must maintain a pool of qualified workers to fill the requests from MDPS.
- (3) The bidder must provide three references that the vendor has contracts with providing the same scope of services.

3.2. References

These minimum qualifications are in addition to a minimum score of seven on the Reference Score Sheet (**Attachment E**) from reference interviews by the MS Department of Public Safety with three bidder/contractor references (for a total minimum score of twenty-one), as well as all other requirements of this Invitation for Bids. (See **Attachments C** and **E**.)

Each bidder must furnish the contact person, address, and phone number for each reference. These references must be familiar with the bidder's abilities in the areas involved with this solicitation. The MS Department of Public Safety will use these references to determine the bidder's ability to perform the services. It is the responsibility of the bidder to ensure that the reference contact information is correct and current. Bidders should verify before submitting their bid that the contact person and phone number are correct for each reference. The bidder may submit as many references as desired. The MS Department of Public safety will begin contacting references at the top of the list and will continue down the list until three contacts have been reached.

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

3.3. Nonconforming Terms and Conditions

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

3.4. Conditioning Bid Upon Other Awards

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

- 3.4.1.** As a precondition to bid acceptance, the agency may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.
- 3.4.2.** Any bidder claiming that its response contains information exempt from the Mississippi Public Records Act (Miss. Code Ann. §§ 25-61-1 *et seq.* and 79-23-1), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption.

3.4.3. Bid Submission Format

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

- Bid Cover Sheet (**Attachment A**)
- Bid (**Attachment B**)
- References (**Attachment C**)
- Certifications and Assurances (**Attachment D**)

3.5. Bid Opening

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

3.6. Award Notification

Award(s) for this procurement will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency website at <https://www.dps.ms.gov/>. Bidders will be notified via e-mail of the awards. Additionally, a letter will be sent to all bidders.

3.7. Contract Management

If the Contractor fails to adhere to the service schedule, or if the Contractor fails to satisfactorily provide the prescribed service to all or any service area, the Contracting Agency will inform the Contractor, and the Contractor shall complete corrective action within twenty-four (24) hours. No payment shall be made to the Contractor until all deficiencies have been corrected. If the Contractor exhibits a pattern of non-performance as shown by repeated deficiencies, the Contracting Agency may terminate the contract without further obligation to the Contractor.

SECTION FIVE

4. Reconsideration

4.1. Request for Reconsideration of the Terms of the Solicitation

Any potential bidder has an opportunity to request that the procuring Agency reconsider the terms of the solicitation. Any such request shall be filed with the Agency official primarily responsible for the procurement and the Director of OPSCR within three business days following the date of public notice as defined in Section 5.2.1. It shall be the sole responsibility of the requesting vendor to ensure the request is timely received by all required parties. Failure to timely request reconsideration in compliance with this Section results in waiver of any claim regarding the terms of the solicitation.

The request shall contain the requesting vendor's name, a single contact person, all contact information for the contact person, the RFx number of the solicitation, and the date the IFB was issued. The request shall identify which of these rules and regulations the requesting vendor believes to have been violated by the solicitation, as written. The request may not be based on anything other than the solicitation document and these rules and regulations. Exhibits shall not

be included with the request. Rather, the requesting vendor shall clearly identify the section(s) of the solicitation document at issue in its request. The request shall not be supplemented.

SECTION SIX

5. Additional Terms and Conditions

5.1. Applicable Law

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

5.2. Approval

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

5.3. Availability of Funds

It is expressly understood and agreed that the obligation of MDPS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, MDPS shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the MDPS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

5.4. Certification of Independent Price Determination

By submitting a bid or proposal, the bidder/offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder/offeror or competitor for the purpose of restricting competition.

5.5. Compliance with Equal Opportunity in Employment Policy

Contractor understands that the MDPS 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 Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

5.6. Compliance with the Laws

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

5.7. Contract Rights

Contract rights do not vest in any party until a contract is legally executed. The MDPS is under no obligation to award a contract following issuance of this solicitation.

5.8. E-Payment

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, et seq.

5.9. E-Verification

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the MDPS subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

The breach of this clause may subject Contractor to the following: (1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations; (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi; or (3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

5.10. Minor Informalities and Irregularities

The MDPS has the right to waive minor defects or variations of a bid or proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any bidder/offeror. If insufficient information is submitted by a bidder/offeror for the MDPS to properly evaluate the offer, the MDPS has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any bidder/offeror. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)

5.11. Offeror's Representation Regarding Contingent Fees

By responding to the solicitation the offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror cannot make such a representation, a full and complete explanation shall be submitted in writing with the offeror's response.

5.12. Paymode

Payments by MDPS using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. The MDPS may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

5.13. Procurement Regulations

This solicitation shall be governed by the applicable provisions of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any bidder/offeror responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

5.14. Property Rights

Property rights do not inure to any Bidder/Offeror until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. The MDPS is under no obligation to award a contract and may terminate a legally executed contract at any time.

5.15. Representation Regarding Gratuities

Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MDPS a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror further represents that no employee or former employee of MDPS has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by offeror. Offeror further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

5.16. Required Public Records and Transparency

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be

deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25- 61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The bidder/offeror acknowledges and agrees that the MDPS and this contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008, codified at Mississippi Code Annotated §§ 27-104-151, et seq.

5.17. Stop Work Order

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

5.18. Termination

Termination for Convenience. The MDPS may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The MDPS shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If the MDPS gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the MDPS may terminate the contract for default and the Contractor will be liable for the additional cost to the MDPS to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

5.19. Optional Contract Terms and Conditions

Any contract entered into between a Contracting Agency and a vendor/bidder may have at the discretion of the Contracting Agency, the optional clauses found in **Attachment G** and those within the PPRB Office of Personal Service Contract Review Rules and Regulations as updated.

5.20. Mississippi Contract/Procurement Opportunity Search Portal

This Invitation for Bids, and the questions and answers concerning this Invitation for Bids, are posted on the Contract/Procurement Opportunity Search Portal.

5.21. Agency Website

This IFB, questions and answers concerning this IFB, and the Notice of Intent to Award will be posted on the agency website at <https://www.dps.ms.gov/> and on the Mississippi Contract/Procurement Opportunity Search Portal website.

5.22. Attachments

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

ATTACHMENT A

Bid Cover Sheet

The Mississippi Department for Public Safety is seeking to establish a contract for Calibration of Instruments Services for the MSFL. Bids are to be submitted as listed below, on or before 10:00 A.M. August 31, 2026, p.m. CST

PLEASE MARK YOUR ENVELOPE:

IFB 3160008178

Opening Date: August 31, 2026
Mississippi Department of Public Safety
Attention: Britney Wesley or Sonya Williams
209 Allen Stuart Drive, Suite 3600
Pearl, MS 39208

SEALED BID — DO NOT OPEN

Name of Company: _____

Quoted By: _____

Signature: _____

Address: _____

City/State/Zip Code: _____

Company Representative: _____

Telephone: _____

Fax: _____

E-mail: _____

Name and Title of Authorized Signer: _____

FEL/FIN # (if company, corporation, or partnership):	
SS# (if individual):	

Company Representative to be contacted regarding contract for services pursuant to this IFB:

Name/Title: _____ Phone: _____

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

What year did your company start? _____

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

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 Calibration of Instruments to the Mississippi Department of Public Safety? _____

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

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

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

What is the largest customer your company has provided Calibration of Instruments services for in the past two (2) years? Please include the annual amount of the billing. _____

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

Attachment B

Bid for Calibration of Instruments for MSFL

Company	Company Representative	Telephone

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

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

The pricing must include ALL associated costs with no additional or hidden fees.

Bid Form -Bid# 3160008178**Date: August 28, 2026 – Time: 10:00 A.M. (CST)****VENDORS ARE REQUIRED TO USE THIS BID FORM*****(Vendors must mail one original copy to MDPS and are encouraged but not required to submit one electronic copy via MAGIC)***

<u>Description</u>	<u>Qty</u>	<u>Single Item Price</u>	<u>Total Price</u>
Chemical Fume Hood	43	\$ _____	\$ _____
Chemical Fume Hood (Desk top fume hood desktop Containing a HEPA filter)	1	\$ _____	\$ _____
Scale	7	\$ _____	\$ _____
Balance	70	\$ _____	\$ _____
Centrifuge	36	\$ _____	\$ _____
Pipette	162	\$ _____	\$ _____
Gauge Block	1	\$ _____	\$ _____
UCAD	4	\$ _____	\$ _____
Caliper	3	\$ _____	\$ _____
BioSafety Cabinets	5	\$ _____	\$ _____
Graduated Cylinders	32	\$ _____	\$ _____
Autoclave	6	\$ _____	\$ _____
Pressure Gauge	1	\$ _____	\$ _____
Flow Meter	1	\$ _____	\$ _____
Thermometer Eutechnics	2	\$ _____	\$ _____
Travel Charge Pearl	2	\$ _____	\$ _____
Travel Charge Batesville	1	\$ _____	\$ _____
Travel Charge Meridian	1	\$ _____	\$ _____
Travel Charge Gulf Coast	1	\$ _____	\$ _____
GRAND TOTAL		\$ _____	\$ _____

Pearl Lab

Equipment	Quantity
Chemical Fume Hood	26
Scale	1
Balance	41
Centrifuge	26
Pipette	147
Gauge Block	1
UCAD	3
Caliper	1
Bio Safety Cabinet	3
Flow Meter	1
Graduated Cylinders	13
Autoclave	3
Pressure Gauge	1
Thermometer Eutechnics	3
Travel Charge	2

Batesville Lab

Equipment	Quantity
Chemical Fume Hood	7
Scale	2
Balance	8
Centrifuge	5
Pipette	7
Graduated Cylinders	6
Autoclave	1
Travel Charge	1

Meridian Lab

Equipment	Quantity
Chemical Fume Hood	3
Scale	2
Balance	8
Graduated Cylinders	6
Centrifuge	2
Pipette	3
UCAD	1
Autoclave	1
Travel Charge	1

Gulf Lab

Equipment	Quantity
Chemical Fume Hood	7
Chemical Fume Hood	1
Scale	2
Balance	13
Centrifuge	3
Pipette	5
Graduated Cylinders	7
Bio Safety Cabinet	2
Caliper	2
Autoclave	1
Travel Charge	1

Bid Form (Part Two)

Bidders shall acknowledge which of the following statements is applicable regarding release of its bid document as a public record. A bidder may be deemed non-responsive if the bidder does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. **Choose one:**

_____ Along with a complete copy of its bid, bidder has submitted a second copy of the bid document in which all information bidder deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Bidder acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Regulations if the MSDPS or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that MSDPS may release the redacted copy of the bid document at any time as a public record without further notice to bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.

_____ Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by the MSDPS at any time without notice to bidder. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). The bid contains no information bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A bidder who selects this option but submits a redacted copy of its bid may be deemed non-responsive.

Bid Form (Part Three)

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

1. That he/she has thoroughly read and understands this Invitation for Bids, 3160008178, and the attachments herein.
2. That the company meets all requirements and acknowledges all certifications contained in this Invitation for Bids, 3160008178, and the attachments herein.

3. That the company agrees to all provisions of this Invitation for Bids, 3160008178, and the attachments herein.
4. That the company will perform, without delay, the services required at the prices quoted in Attachment B.
5. This is the best of its knowledge and belief the cost or pricing data submitted is accurate, complete, and current as of the submission date.
6. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to performed under this Invitation for Bids.

Printed Name: _____

Signature/Date: _____

Attachment C

Reference 1

Name of Company: _____

Dates of Services: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax: _____

Reference 2

Name of Company: _____

Dates of Services: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax: _____

Reference 3

Name of Company: _____

Dates of Services: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax: _____

The bidder may submit as many references as desired by submitting as many additional copies of this Attachment C, References, as needed. The Mississippi Department of Public Safety will begin contacting references at the top of the list and will continue down the list until 3 contacts have been reached. See Section 4.2 of this Invitation for Bids.

Attachment D
Certifications and Assurances

I/We make the following certifications and assurances as a required element of the bid 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. OFFEROR'S REPRESENTATION REGARDING CONTINGENT FEES

By responding to the solicitation, the offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror cannot make such a representation, a full and complete explanation shall be submitted in writing with the offeror's response.

2. REPRESENTATION REGARDING GRATUITIES

Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MDPS a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror further represents that no employee or former employee of MDPS has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by offeror. Offeror further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submitting a bid or proposal, the bidder/offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder/offeror or competitor for the purpose of restricting competition.

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 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.***

ATTACHMENT E
Reference Score Sheet

TO BE COMPLETED BY MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY ONLY

BidderName: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Service From/To Dates: _____

Questions	Response		Points
Able to provide Calibration of Instrument services when you call them.	Yes	No	
Satisfied with the Calibration of Instrument services provided? If no, please explain.	Yes	No	
Vendor easy to work with in scheduling services?	Yes	No	
Was the Calibration of Instrument services completed on time and within budget?	Yes	No	
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here.)	Yes	No	
Would you enter into a contract with them again?	Yes	No	
Would you recommend them?	Yes	No	

Each "yes" is one point(s); each "no" is zero point(s). Bidder must have a minimum score of "7" from three references (total of "21" points) to be considered responsible and for its bid to be considered.

Score: _____

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

Called by: _____

Notes: _____

ATTACHMENT F

Required Clauses for Service Contracts Resulting from this Invitation for Bids

1. APPLICABLE LAW

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

2. APPROVAL

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

3. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of MDPS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, MDPS shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the MDPS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

4. COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY

Contractor understands that the MDPS 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 Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

5. COMPLIANCE WITH LAWS

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

6. CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

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

7. E-PAYMENT

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, *et seq.*

8. E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the *Mississippi Employment Protection Act* and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the MDPS subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

The breach of this clause may subject Contractor to the following: (1) termination of this contract and exclusion pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*; (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi; or (3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

9. NO LIMITATION OF LIABILITY

Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.

10. PAYMODE

Payments by MDPS using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. The MDPS may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

11. PROCUREMENT REGULATIONS

This contract shall be governed by the applicable provisions of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any bidder/offeror responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

12. PROPERTY RIGHTS

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

13. REPRESENTATION REGARDING GRATUITIES

Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MDPS a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of MDPS has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

14. REQUIRED PUBLIC RECORDS AND TRANSPARENCY

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25- 61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The contractor acknowledges and agrees that the MDPS and this contract are subject to the *Mississippi Public Records Act of 1983* codified at Mississippi Code Annotated §§ 25-61-1, *et seq.* and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151, *et seq.*

15. STOP WORK ORDER

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

16. TERMINATION

Termination for Convenience. The MDPS may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The MDPS shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If the MDPS gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the MDPS may terminate the contract for default and the Contractor will be liable for the additional cost to the MDPS to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

ATTACHMENT G

Optional Clauses for Use in Service Contracts Resulting from this Request for Bid

1. ATTORNEYS' FEES AND EXPENSES

In the event Contractor defaults on any obligations under this Agreement, Contractor shall pay to MDPS all costs and expenses, without limitation, incurred by MDPS in enforcing this Agreement or reasonably related to enforcing this Agreement. This includes but is not limited to investigative fees, court costs, and attorneys' fees. Under no circumstances shall MDPS be obligated to pay attorneys' fees or legal costs to Contractor.

2. AUTHORITY OF SIGNATORY

Contractor acknowledges that the individual executing the contract on behalf of the MDPS is doing so in his or her official capacity only. To the extent any provision contained in the contract exceeds the signatory's authority, Contractor agrees that it will not look to that individual in his or her personal capacity or otherwise seek to hold him or her individually liable for exceeding such authority.

3. AUTHORITY TO CONTRACT

Contractor warrants: (1) that it is a validly organized business with valid authority to enter into this agreement; (2) that it is qualified to do business and in good standing in the State of Mississippi; (3) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (4) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

4. CONFIDENTIALITY

MDPS is a public agency of the State of Mississippi and is subject to the *Mississippi Public Records Act of 1983*. Mississippi Code Annotated §§ 25-61-1, *et seq.* If a public records request is made for any information provided to MDPS by Contractor, MDPS shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information – unless Contractor has previously indicated the information is not a trade secret or confidential commercial and financial information. The MDPS shall not be liable to the Contractor for disclosure of information required by court order or required by law.

5. CONTRACT ASSIGNMENT AND SUBCONTRACTING

Contractor acknowledges that it was selected by MDPS 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 MDPS, which may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of Contractor's obligations hereunder without consent of

the MDPS shall be null and void. Approval of a subcontract by the MDPS shall not be deemed to be approval of the incurrence of any additional obligation of the MDPS. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that MDPS may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

6. CONTRACTOR PERSONNEL

The MDPS shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the MDPS reasonably rejects staff or subcontractors, Contractor shall provide replacement staff or subcontractors satisfactory to the MDPS in a timely manner and at no additional cost to the MDPS. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

7. COPYRIGHTS

Contractor agrees that the rights and title to any copyrightable material first produced under this agreement belongs to MDPS. Contractor hereby grants to MDPS a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted or copyrightable work which is incorporated in the material furnished under the agreement regardless of whether it was first produced under this agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others.

8. DISCLOSURE OF CONFIDENTIAL INFORMATION REQUIRED BY LAW

In the event that either party to this Agreement receives notice that a third-party has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the other party's data or other information, the party subject to the subpoena or other legal process shall promptly inform the other party at the earliest reasonable opportunity, unless prohibited by law from doing so. Thereafter, the party subject to the legal process shall respond to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1, *et seq.*

9. ENTIRE AGREEMENT

This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified

only by a written document executed by the MDPS and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the MDPS or Contractor on the basis of draftsmanship or preparation hereof.

10. EXCEPTIONS TO SOLICITATION (cannot be used in IFBs)

Offerors taking exception to any part of the solicitation shall clearly indicate such exceptions in its offer. 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.

11. EXCLUSION OR DEBARMENT

By submitting a bid, proposal, qualification, or application in response to the solicitation (IFB, RFP, RFQ, RFA), the bidder/offeror/applicant certifies that it is not currently excluded or debarred from future contract awards by any political subdivision or agency of any state, federal, local, or county government. Bidder/Offeror/Applicant further certifies that it is not an agent of any such person or entity.

Bidder/Offeror/Applicant certifies that it has not, in the five-year period preceding its offer, been convicted of or had a civil judgment rendered against it for commission of a fraud or criminal offense in connection with obtaining, attempting to obtain, or performance of a public contract; violation of antitrust laws; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder/Offeror/Applicant certifies that it is not presently indicted or otherwise criminally or civilly charged with the commission of any of the acts listed herein.

Bidder/Offeror/Applicant certifies that, within the past five years, it has not had a contract with a governmental entity terminated due to the bidder/offeror/applicant's failure to perform, default, or any other action or inaction by the bidder/offeror/applicant.

12. FAILURE TO DELIVER

In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the MDPS, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the MDPS may have.

13. FAILURE TO ENFORCE DOES NOT CONSTITUTE WAIVER

Failure by the MDPS at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the MDPS to enforce any provision at any time in accordance with its terms.

14. FORCE MAJEURE

Each party shall be temporarily excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the Agency in writing at its earliest reasonable opportunity of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. All parties shall make reasonable efforts to minimize the impact of the force majeure event on contract performance. The MDPS may exercise any rights it has under the contract which are available when neither party is in default.

15. INDEMNIFICATION *(for contracts with non-state Agencies or entities)*

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the MDPS 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 attorneys' fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement.

In the MDPS's sole discretion, upon approval of the Office of the Mississippi Attorney General and the MDPS, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and the MDPS. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the MDPS shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and the MDPS, which shall not be unreasonably withheld.

16. INDEPENDENT CONTRACTOR STATUS

Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the MDPS. Nothing contained herein shall be deemed or construed by the MDPS, Contractor, or any third party as creating the relationship of

principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the MDPS and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MDPS or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the MDPS and Contractor.

Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the MDPS. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDPS, and the MDPS shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees.

The MDPS shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the MDPS shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the MDPS for its employees.

17. INFORMATION DESIGNATED BY AGENCY AS CONFIDENTIAL

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor, or its subcontractor(s) shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor(s) without the express written approval of the MDPS may result in the immediate termination of this agreement.

18. INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL

Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25- 61-9 and 79-23-1. The services to be provided, the unit prices and overall price to be paid, and the term of the contract shall not be deemed a trade secret or confidential commercial or financial information.

19. INFRINGEMENT INDEMNIFICATION

Contractor warrants that the materials and deliverables provided to the MDPS under this agreement, and their use by the MDPS, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the MDPS the right to continue using such items without additional cost to the Agency. Should Contractor fail to obtain for the MDPS the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense.

In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require the MDPS to discontinue using such items, in which case Contractor will refund to the MDPS the fees previously paid by the MDPS for the items the customer may no longer use, and shall compensate the MDPS for the lost value of the infringing part to the phase in which it was used, up to and including the contract price for said phase. Said refund shall be paid within 10 business days of notice to the MDPS to discontinue said use.

Scope of Indemnification: Provided that the MDPS promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, indemnify, and hold harmless the MDPS against any such claims, including but not limited to any expenses, costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

In the MDPS's sole discretion, upon approval of the Office of the Mississippi Attorney General and the MDPS, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and the MDPS. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the MDPS shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and the MDPS, which shall not be unreasonably withheld.

20. INSURANCE

Contractor represents that it will maintain workers' compensation insurance in compliance with Mississippi law which shall inure to the benefit of all Contractor's personnel provided hereunder, comprehensive general liability or professional liability insurance with minimum limits of \$1,000,000.00 per occurrence. All general liability or professional liability insurance will provide coverage to the MDPS as an additional insured. The MDPS reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers shall be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

21. MODIFICATION OR RENEGOTIATION REQUIRED BY CHANGE IN LAW

The parties agree to renegotiate the agreement in good faith if federal and/or state revisions to any applicable laws or regulations make changes in this agreement necessary. This agreement may be modified only by written agreement signed by the parties hereto and approval by the Public Procurement Review Board, if required.

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 one year after this agreement terminates unless mutually agreed to in writing by the MDPS and Contractor. Any such employment or solicitation for employment shall be in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121.

23. NOTICES

All notices required or permitted to be given under this agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For Contractor:	[Name & Title]	For MDPS:	[Name & Title]
[Contact Information]		[Contact Information]	

24. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the MDPS, agreed to by Contractor, and approved by the Public Procurement Review Board, if required.

25. OWNERSHIP OF DOCUMENTS AND WORK PAPERS

MDPS shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MDPS upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files and shall obtain written permission from MDPS to use such workpapers, subject to any copyright protections.

26. PRIORITY

The contract consists of this agreement, the solicitation [RFx No. 1234567890], attached hereto as Attachment [X], and the Contractor's bid, proposal, or qualification submitted in response, attached hereto as Attachment [X]. Any ambiguities, conflicts, or questions of interpretation of this contract shall be resolved first by reference to this agreement and, if still unresolved, by reference to Attachment A and, if still unresolved, by reference to Attachment [X]. Omission of

any term or obligation from this agreement shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

27. QUALITY CONTROL

Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the MDPS.

28. RECORD RETENTION AND ACCESS TO RECORDS

Contractor shall maintain such financial records and other records as may be prescribed by the MDPS or by applicable federal and state laws, rules, and regulations. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the MDPS or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are relevant to this agreement. All records related to this agreement shall be retained by Contractor for three years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.

29. RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the MDPS, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the MDPS. The rights of the MDPS are in addition and without prejudice to any other right the MDPS may have to claim the amount of any loss or damage suffered by the MDPS on account of the acts or omissions of Contractor.

30. RENEWAL OF CONTRACT

The contract may be renewed at the discretion of the MDPS for a period of [number] successive one-year periods under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed [number].

31. REQUIREMENTS CONTRACT

During the period of the contract, Contractor shall provide all services described in the contract. Contractor understands and agrees that this is a requirements contract and that the MDPS shall

have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the MDPS for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the MDPS is under no obligation to Contractor to utilize any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the MDPS may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

32. RIGHT TO AUDIT

Contractor shall maintain such financial records and other records as may be prescribed by the MDPS or by applicable federal and state laws and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the MDPS, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the MDPS, the Mississippi State Auditor's Office, and/or other entity of the state.

33. RIGHT TO INSPECT FACILITY

The MDPS may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the MDPS.

34. SEVERABILITY

If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

35. STATE PROPERTY

Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the state for any loss or damage, normal wear and tear excepted.

36. SURETY REQUIRED

A performance bond in the amount of 100 percent of the total contract price shall be required of the successful offeror to ensure satisfactory completion of the work. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi. In no event shall the requirement for the performance bond be waived.

37. THIRD PARTY ACTION NOTIFICATION

Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

38. VARIATION IN QUANTITY (for definite quantity contracts)

The quantity of services specified in this contract may be increased to the extent agreeable by both parties. However, the unit prices shall remain unchanged, other than as allowed by a price adjustment which would have otherwise been applicable.