



INVITATION FOR BIDS

IFB RFx Number: RFx-3160007855-2025-REQ-140
Confidential Off site Document Shredding- Region 1
Issue Date: January 30, 2026

CLOSING TIME AND DATE

Bids must be received before:
2:00 pm CST, February 27, 2026

BID COORDINATOR

Patricia Youngblood
Telephone: (601) 576-7954
E-mail: procurement@msdh.ms.gov

GENERAL INSTRUCTIONS

Section 1 - Background, Authority, and Purpose

The Mississippi State Department of Health (hereinafter "Agency") has issued this solicitation for the purpose of soliciting sealed bids

Section 2 - Timeline

Invitation for Bid Issue Date:	January 30, 2026
Reconsideration:	February 5, 2026, 2:00pm
Questions and Requests for Clarification to Agency Deadline:	February 6, 2026, 2:00pm
Anticipated Posting of Written Answers to Questions:	February 11, 2026, 5:00pm
Bid Package Submission Deadline:	February 27, 2026, 2:00pm
Bid Opening:	March 6, 2026, 3:00pm

Section 3 - Contact and Questions/Requests for Clarification

- 3.1** Bidders must carefully review this solicitation, the contract, risk management provisions, and all attachments for defects, questionable, or objectionable material. Following review, vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the questions and requests for clarifications, vendors shall submit any such questions through the Question & Answer section of this IFB on the Agency's OpenGov Procurement portal by the deadline reflected in Section 2. All questions and requests for clarification must be directed through the Agency's portal. No questions will be answered after the Q/A deadline has passed.
- 3.2** 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 Agency's OpenGov Procurement portal and released as an addendum to the IFB by the date and time reflected in Section 2.

- 3.3** 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 addendum. 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 addendum to the bid document.
- 3.4 All vendor communications regarding this IFB must be directed through the Agency portal during the time/date specified on the IFB timeline. 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 debarred from the State.**
- 3.5** No Pre-Bid Conference, Tour, or Site Visit will be held for this IFB.
- 3.6 Acknowledgement of Amendments: Should an amendment to the IFB be issued, it will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency's website in a manner that all bidders will be able to view. Further, bidders must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid package, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment should be received by the agency by the time, date, and at the place specified for receipt of bids. It is the bidder's sole responsibility to monitor the websites for any updates or amendments to the IFB.**
- 3.7** 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.
- 3.8** 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.

Section 4 - Scope of Work

Confidential Document Shredding Service - MSDH Northern Region:

The vendor must be licensed and experienced in this service; provide quality service with proper destruction of PHI which is in violation of HIPAA if improperly destroyed.

The vendor must provide services for the following locations:

NPR District II Office, Tupelo, MS, Alcorn CHD, Corinth, MS, Itawamba CHD, Fulton, MS, Lafayette CHD, Oxford, MS, Lee CHD, Tupelo, MS, Pontotoc CHD, Pontotoc, MS, Prentiss CHD, Booneville, MS, Tippah CHD, Ripley, MS, Tishomingo CHD, Iuka, MS, Union CHD, New Albany, MS, NPR District I Office, Batesville, MS, Carroll CHD, Carrollton, MS, Desoto CHD, Hernando, MS, Desoto CHD, Olive Branch, MS, Desoto CHD, Southhaven, MS, Grenada CHD, Grenada, MS, Marshall CHD, Holley Springs, MS, Panola CHD, Batesville, MS, Montgomery CHD, Winona, MS, Tate CHD, Senatobia, MS, Yalobusha CHD, Water Valley, MS, NPR District IV office, Starkville, MS, Calhoun CHD, Pittsboro, MS, Chickasaw CHD, Houston, MS, Chickasaw CHD, Okolona, MS, Choctaw CHD,

Ackerman, MS, Clay CHD, West Point, MS, Lowndes CHD, Columbus, MS, Monroe CHD, Aberdeen, MS, Monroe CHD, Amory, MS, Noxubee CHD, Macon, Oktibbeha CHD, Starkville, MS, Webster CHD, Eupora, MS, Winston CHD, Louisville, MS and Oktibbeha WIC Clinic, Starkville, MS.

Detailed Specifications

All shredding services must comply with the following specifications and standards:

- A. Compliance with the Health Insurance Portability and Accountability Act (HIPAA)
- B. Compliance with the Federal Information Security Modernization Act (FISMA)
- C. Adherence to the National Association for Information Destruction (NAID) standards for destruction and shredding services
- D. Provision of a secure chain of custody from the point of collection to destruction
- E. All shredding must be performed using shredders that meet a minimum of Level P

Must provide adequate totes to each site.

4.1 Contractor Responsibilities:

The Contractor shall:

- Assign a Contractor Account Representative to work directly with the Contracting Agency Representative.
- Ensure all Contractor personnel are well-groomed and in uniform or have visible identification at all times. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms with visible company logo appropriately and easily identifiable. Contractor identification badges as well as personal identification of the individual employee shall be worn and clearly visible while on state property. Contractor personnel may be required to provide photographic identification for inspection upon entering state facilities.
- 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 Contracting Agency 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 the Contracting Agency in accordance with customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agents. The Contractor shall be responsible for the complete performance of all work; for the methods, means, and equipment used; and for furnishing all materials, tools, apparatus, and property of every description used in connection therewith. No statement within this IFB shall negate compliance with any applicable governing regulation. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used.

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.

Section 5 - Basis for Award

- 5.1** 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.
- 5.2** 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 of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.
- 5.3** All bids which are determined to be responsive, responsible, and/or acceptable will continue on to the price bid or cost evaluation. 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.
- 5.4** The agency intends to award one contract to provide the services described in this IFB to the lowest responsible and responsive bidder.

Section 6 - Minimum Bidder Qualifications

The vendor must have:

Prior Experience:

Contractor must have been in business and provided services similar in requirements and scale to those described in this IFB for a minimum of 3 years.

Required Certification, Accreditation, and/or Licenses:

Contractor shall provide notarized copies of all valid licenses and certificates required for performance of the work. The notarized copies shall be delivered to the agency no later than ten days after the Contractor receives the Notice of Intent to Award from the agency. Current notarized copies of licenses and certificates shall be provided to the agency within twenty-four hours of demand at any time during the contract term. Contractor must possess and maintain the minimum vendor certifications, accreditations, and/or licensures described in this IFB, by way of illustration and not limitation, the following:

1. A business license registered with the Mississippi Secretary of State.
2. A NAID AAA Certification

Financial Stability or Solvency:

Contractor must be financially stable or solvent, if required. Each vendor shall submit copies of the most recent years independently audited financial statements as well as financial statements for the preceding three years, if they exists. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Vendor must state the reason and, instead submit sufficient information to enable the Agency to access the financial stability or solvency of the vendor, such as financial statements, credit ratings, a line of credit, or other financial arrangements sufficient to enable the vendor to be capable of meeting the requirements of this IFB.

Ability to Perform:

The bidder may be required before the award of any contract to show to the complete satisfaction of the agency that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the agency in regard to the bidder's qualifications. The agency may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the agency all information for this purpose that may be requested. The agency reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the agency that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

1. the ability, capacity, skill, and financial resources to perform the work or provide the service required;
2. the ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference;
3. the character, integrity, reputation, judgment, experience, and efficiency of the bidder; and,
4. the quality of performance of previous contracts or services.

Section 7 - Duration

The estimated period of performance of any contract resulting from this IFB is tentatively scheduled to begin on or about March 06, 2026, and to end on June 30, 2027. The agency reserves the right to renew the contract for up to three (3) additional one (1) year periods, or contract for up to five (5) years at the sole discretion of the Agency.

Section 8 - Bid Submission Requirements

8.1 Submission Format:

Bid Cover Sheet - Attachment A*

Please download the below documents, complete, and upload.

- [Attachment A.docx](#)

*Response required

Bid Form - Attachment B*

Please download the below documents, complete, and upload.

Failure to complete and/or sign the bid form may result in bidder being determined nonresponsive.

- [Attachment B.docx](#)

*Response required

Amendment (if applicable)*

Upload signed amendment document (if applicable)

*Response required

MAGIC *

Upload a copy of the bid in MAGIC

- ☐ Yes
☐ No

*Response required

Bidder Exceptions to This IFB*

Does the Bidder take any exceptions to this IFB?

- ☐ Yes
☐ No

*Response required

When equals "Yes"

IFB Exceptions - Attachment G*

Please download the below documents, complete, and upload.

- [Attachment G.docx](#)

*Response required

Conflicts of Interest:

Other Current MSDH Contracts*

List all other current agreements/contracts with MSDH, including the dollar amount associated with the agreement/contract and the beginning and ending dates. If no other funds are received, please mark N/A.

Please provide each entry in the following format:

MSDH Program or Agreement/Contract Name #1

- Dollar Amount
- Contract Beginning Date
- Contract Ending Date

*Response required

Organization Governing Body*

Please list the name of each member of your organization's Board of Directors or other governing body (i.e., trustee, alderman, partner, owner).

*Response required

Governing Body or Project Staff Affiliations*

Are any members of the governing body or project staff also MSDH employees, MSDH Board Members, or spouses, parents, or children of MSDH employees?

☐ Yes

☐ No

*Response required

When equals "Yes"

Governing Body or Staff Affiliations - Explanation*

You have indicated that one or more members of your governing body or project staff are also MSDH employees, MSDH Board Members, or spouses, parents, or children of MSDH employees.

Please provide the following for all such individuals:

- Name of Individual
- Indicate if individual is an MSDH Employee, MSDH Board Member, or relative type of MSDH employee.

- Applicable position held with MSDH

*Response required

When equals "Yes"

Income From Business

Does the MSDH Board Member, Employee, or Relative receive more than \$2,500.00 per year in income from the business?

- ☐ Yes
☐ No

When equals "Yes"

Ownership Status - Percentage*

Does the MSDH Board Member, Employee, or Relative own ten (10%) percent or more of the fair market value in the business, either directly or indirectly through another business?

- ☐ Yes
☐ No

*Response required

When equals "Yes"

Ownership Status - Amount*

Does the MSDH Board Member, Employee, or Relative have ownership interest in the business, in which the fair market value exceeds \$5,000.00?

- ☐ Yes
☐ No

*Response required

When equals "Yes"

Position Within Business*

Is the MSDH Board Member, Employee, or Relative a director, officer, or employee of the business?

- ☐ Yes
☐ No

*Response required

Conflict of Interest Certification*

I hereby certify that the information set forth above is true and complete to the best of my knowledge and that no MSDH employee, spouse, parent, or child of an MSDH employee, serves as a member of the governing body, project staff, or has an ownership or pecuniary interest in the agreement/contract or organization. I agree to notify MSDH within thirty (30) days if any of these conditions change during the agreement/contract.

☐ Please confirm

*Response required

Additional Information:**Debarment, Suspension, and Eligibility***

The applicant certifies that they or any of its principals _____ presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal or state contracts.

Select the answer which best fills in the blank for the applicant.

☐ are

☐ are not

*Response required

Charges From A Government Agency*

The applicant certifies that they or any of its principals _____ presently indicted for, or otherwise criminally or civilly charged by a government entity.

Select the answer which best fills in the blank for the applicant.

☐ are

☐ are not

*Response required

Conviction or Acknowledgment of Fault*

The applicant certifies that they or any of its principals _____ within the last five (5) years, been the subject of a federal or state criminal proceeding resulting in a conviction or other acknowledgment of fault, been the subject of a federal or state civil or administrative proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000 or other acknowledgment of fault; convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

Select the answer which best fills in the blank for the applicant.

☐ have

☐ have not

*Response required

Contract Termination By Default*

The applicant certifies that they or any of its principals _____ within the last three (3) years preceding this offer, had one or more contracts terminated for default by any federal agency.

Select the answer which best fills in the blank for the applicant.

- ☐ have
- ☐ have not

*Response required

Felony Criminal Violations*

The applicant certifies that they or any of its principals _____ within the last twenty-four (24) months, been convicted of a felony criminal violation under federal or state law.

Select the answer which best fills in the blank for the applicant.

- ☐ have
- ☐ have not

*Response required

Financial Records*

Does the applicant have a financial management system that provides records that can identify the source and award-supported activities and provides control and accountability of project funds, property, and other assets?

- ☐ Yes
- ☐ No

*Response required

Audit Status / Fiscal Responsibility*

Does the applicant receive an annual audit in accordance with Uniform Guidance §200.514 (formerly A-133)?

- ☐ Yes
- ☐ No

*Response required

When equals "Yes"

Most Recent Audit*

What is the most recent fiscal year for which this audit was completed?

*Response required

When equals "Yes"

Report Findings*

Were there any audit findings in the most recent report?

If "Yes", please be sure to provide an explanation in the applicable upcoming question. Failure to provide an explanation may cause your submittal to be deemed non-responsive.

☐ Yes

☐ No

*Response required

When equals "Yes"

Recent Audit Report (yes)*

Please upload a copy of your most recent Uniform Guidance §200.514 (formerly A-133) Audit Report.

*Response required

When equals "Yes"

Explanation or Other Information (yes)*

Please provide any additional information around your Audit Status that you feel is necessary here. This includes an explanation regarding any audit findings in your most recent audit.

If you have nothing to add here, please state that you have no additional information to provide.

*Response required

When equals "No"

No Annual Audit*

You have stated that the applicant does not receive an annual audit in accordance with Uniform Guidance §200.514 (formerly A-133).

Please select the option which best fits the reason why.

☐ Non-Profit Entity (under Federal Funding Threshold)

☐ For Profit Entity

☐ Other

*Response required

When equals "No"

No Annual Audit - Other*

If you selected "Other" in the previous question regarding why you do not receive an annual audit in accordance with Uniform Guidance §200.514 (formerly A-133) please specify here.

If your answer to the previous question was not "Other", please respond here with "N/A".

*Response required

W9*

Upload a copy of your current W9 here.

*Response required

8.2 Submission Requirements:

- 8.2.1** Responses shall be submitted no later than the time and date specified for receipt of bids. The electronic files shall not be password protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel.
- 8.2.2** All bid packages must be received by the agency no later than the date and time stated in this IFB. Bids submitted via facsimile (fax) machine **will not** be accepted. All vendors are urged to take the possibility of delay into account when submitting a bid.
- 8.2.3** Timely submission of the bid package is the responsibility of the bidder. Bids received after the specified time will be rejected and maintained unopened in the procurement file. 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 has been determined by the agency that the late receipt was due solely to mishandling by the agency after receipt at the specified address.
- 8.2.4** The time and date of receipt will be indicated on the electronic bid when submitted through the Agency's OpenGov Procurement portal.
- 8.2.5** Each page of the bid form and all attachments shall be identified with the name of the bidder.
- 8.2.6** Failure to submit a bid on the bid form provided will be considered cause for rejection of the bid. **Modifications or additions to any portion of the bid document may be cause for rejection of the bid.** The agency reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive.
- 8.2.7** Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the IFB Exception(s) form, **Attachment G**. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part. The bid must contain a high degree of acceptance of contract terms and conditions listed in **Attachment E and F** of this IFB.
- 8.2.8** 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 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 of non-responsiveness based on the submission of nonconforming terms and conditions.
- 8.2.9** 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.

8.2.10 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.

Section 9 - Bidder Certification

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

Section 10 - Debarment

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

MSDH will not consider responses to this solicitation from any applicant, offeror, or entity that is debarred, suspended, proposed for debarment, excluded, or declared ineligible by any federal or state agency to receive funding. Submissions from such entities will be deemed non-responsive and will not be evaluated or considered further. It is the responsibility of the applicant, offeror, or entity to ensure that they are in good standing and eligible to apply. By submitting a response to this solicitation, the applicant, offeror, or entity certifies compliance with all eligibility requirements, including that they are not subject to any of the conditions listed above.

Section 11 - Registration with Mississippi Secretary of State

By submitting a bid, the bidder certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by the agency that it has been selected for contract award.

Section 12 - Insurance, Bonds, or Other Sureties

The Contractor shall ensure that the professional staff and other decision-making staff shall be required to carry professional liability insurance in an amount of \$1,000,000.00 per occurrence, commensurate with the professional responsibilities and liabilities under the terms of this IFB.

The Contractor shall obtain, pay for, and keep in force during the Contract period general liability insurance in the amount of \$1,000,000.00 per occurrence against bodily injury or death in an amount commensurate with the responsibilities and liabilities under the terms of this IFB.

Section 13 - Bid Opening

Bid opening will be open to the public; however, this will include opening, reading, and listing the name of each bidder and the bid price of 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.

Section 14 - Award Notification

Award(s) for this procurement will be posted on the Agency's [OpenGov Procurement portal](#).

Section 15 - Procurement Methodology

Restrictions on Communications with Agency and Agency Staff:

At no time shall any bidder or its personnel contact, or attempt to contact, any agency staff regarding this IFB except the contact person as set forth and in the manner prescribed in Section 3.

Bidder Investigations:

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the agency upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

Expenses Incurred in Preparing Bid:

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

Independent Price Determination:

By submitting a bid, the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid. The prices quoted shall be inclusive of, but not limited to the following: all required labor; all required equipment/material; all required insurance, bond, or other surety; all required overhead; all required profit; all required vehicles; all required fuel and mileage; all required labor and supervision; all required training; all required business and professional licenses, certifications, fees, or permits; and, any and all other costs. All pricing should include all associated costs with no additional or hidden fees.

Rejection of Bids:

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.

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.

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.

Post-Award Vendor Debriefing:

N/A

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.

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] acknowledges and agrees that the Mississippi State Department of Health (MSDH) 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.*

Stop Work Order:

The Mississippi State Department of Health (MSDH) 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 MSDH. 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 MSDH. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the MSDH has terminated that part of the agreement or terminated the agreement in its entirety. The MSDH is not liable for payment for services which were not rendered due to the stop work order.

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 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.

Property Rights:

Property rights do not inure to any Bidder 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 is under no obligation to award a contract and may terminate a legally executed contract at any time.

Representation Regarding Gratuities :

Bidder represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MSDH 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. Bidder further represents that no employee or former employee of MSDH 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 the bidder. Bidder 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.

Termination:

Termination for Convenience. The MSDH may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The MSDH 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 MSDH 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 MSDH may terminate the contract for default and the Contractor will be liable for the additional cost to the MSDH 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.

Minor Informalities and Irregularities:

The MSDH 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 of the services being procured, and if doing so does not create an unfair advantage for any bidder. If insufficient information is submitted by a bidder for the MSDH to properly evaluate the offer, the MSDH 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. (*Information requested may include, for example, a copy of business or professional licenses, or a work schedule.*)

Contractor's Representation Regarding Contingent Fees:

By responding to the solicitation, 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 with the contractor's response to the Agency prior to contract execution.

Section 16 - Required Contract Terms and Conditions

Any contract entered into with the Contracting Agency pursuant to this IFB shall have the required clauses found in Attachment E and those required by the *PPRB OPSCR Rules and Regulations* as updated and replaced by PPRB. The agency discourages exceptions from these required clauses. Such exceptions may cause a bid to be rejected as non-responsive. Bids which condition the bid based upon the State accepting other terms and conditions not

found in the IFB, or which take exception to the State's terms and conditions, may be found non-responsive, and no further consideration of the bid will be given.

Section 17 - Optional Contract Terms and Conditions

Any contract entered into with the Contracting Agency pursuant this IFB may have, at the discretion of the Contracting Agency, the optional clauses found in Attachment F and those within the *PPRB OPSCR Rules and Regulations* as updated and replaced by PPRB. The agency discourages exceptions from these optional clauses. Such exceptions may cause a bid to be rejected as non-responsive. Bids which condition the bid based upon the State accepting other terms and conditions not found in the IFB, or which take exception to the State's terms and conditions, may be found non-responsive, and no further consideration of the bid will be given.

Section 18 - Agency Website

This IFB, questions and answers concerning this IFB, and the Notice of Intent To Award will be posted on the Agency's OpenGov Procurement portal at <https://procurement.opengov.com/portal/msdh>.

Section 19 - Bid Pricing

Pricing should include all associated costs for all items and services with no additional or hidden fees.

TOTES

95 Gallon

Line Item	Description	Pick-ups	Qty of Bins	Unit of Measure	Unit Cost	Total
1	NPR District II Office, Tupelo, MS	2	1	95 Gallon Tote		
2	Alcorn CHD, Corinth, MS	2	1	95 Gallon Tote		
3	Itawamba CHD, Fulton, MS	2	1	95 Gallon Tote		
4	Lafayette CHD, Oxford, MS	2	1	95 Gallon Tote		
5	Lee CHD, Tupelo, MS	2	1	95 Gallon Tote		
6	Pontotoc CHD, Pontotoc, MS	2	1	95 Gallon Tote		
7	Prentiss CHD, Booneville, MS	2	1	95 Gallon Tote		

Line Item	Description	Pick-ups	Qty of Bins	Unit of Measure	Unit Cost	Total
8	Tippah CHD, Ripley, MS	2	1	95 Gallon Tote		
9	Tishomingo CHD, Iuka, MS	2	1	95 Gallon Tote		
10	Union CHD, New Albany, MS	2	1	95 Gallon Tote		
11	NPR District I Office, Batesville, MS	1	1	95 Gallon Tote		
12	Carroll CHD, Carrollton, MS	2	1	95 Gallon Tote		
13	Desoto CHD, Hernando, MS	2	1	95 Gallon Tote		
14	Desoto CHD, Olive Branch, MS	2	1	95 Gallon Tote		
15	Desoto CHD, Southhaven, MS	2	1	95 Gallon Tote		
16	Grenada CHD, Grenada, MS	2	1	95 Gallon Tote		
17	Marshall CHD, Holley Springs, MS	2	1	95 Gallon Tote		
18	Panola CHD, Batesville, MS	2	1	95 Gallon Tote		
19	Montgomery CHD, Winona, MS	2	1	95 Gallon Tote		
20	Tate CHD, Senatobia, MS	2	1	95 Gallon Tote		
21	Yalobusha CHD, Water Valley, MS	2	1	95 Gallon Tote		
22	NPR District IV office, Starkville, MS	1	1	95 Gallon Tote		
23	Calhoun CHD, Pittsboro, MS	2	1	95 Gallon Tote		

Line Item	Description	Pick-ups	Qty of Bins	Unit of Measure	Unit Cost	Total
24	Chickasaw CHD, Houston, MS	2	1	95 Gallon Tote		
25	Chickasaw CHD, Okolona, MS	2	1	95 Gallon Tote		
26	Choctaw CHD, Ackerman, MS	2	1	95 Gallon Tote		
27	Clay CHD, West Point, MS	2	1	95 Gallon Tote		
28	Lowndes CHD, Columbus, MS	2	2	95 Gallon Tote		
29	Monroe CHD, Aberdeen, MS	2	1	95 Gallon Tote		
30	Monroe CHD, Amory, MS	2	1	95 Gallon Tote		
31	Noxubee CHD, Macon, MS	2	1	95 Gallon Tote		
32	Oktibbeha CHD, Starkville, MS	2	1	95 Gallon Tote		
33	Webster CHD, Eupora, MS	2	1	95 Gallon Tote		
34	Winston CHD, Louisville, MS	2	1	95 Gallon Tote		
35	Oktibbeha WIC Clinic, Starkville, MS	1	1	95 Gallon Tote		
36	Shredding Fee(Additional Fees)	1	1	Lump Sum		
TOTAL						

Section 20 - Attachments

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

