



**Robert G. Anderson
Executive Director**

QUOTE REQUEST (QR)

**QR No. 20210316 EDSS
RFx 3140002624**

**ELECTRONIC DOOR SECURITY SERVICES FOR
MDHS OAKLEY YOUTH DEVELOPMENT CENTER (OYDC)**

Issue Date: March 16, 2021

MDHS WELCOMES PARTICIPATION OF MINORITY BUSINESSES

Contact Person:

Jennifer Austin

Procurement.Services@mdhs.ms.gov

200 South Lamar Street

Jackson, MS 39201

(601) 359-4500

INVITATION: Subject to the attached and referenced terms and conditions, quotes for the acquisition of the products/services described in this QR will be received at this office until March 23, 2021, by 3:00 p.m., CT.

PURPOSE

The Mississippi Department of Human Services (MDHS) is requesting quotes from qualified respondents to provide electronic door security services for the MDHS' OYDC. It is understood that any contract resulting from this solicitation may require approval by the Public Procurement Review Board (PPRB). If any contract resulting from this solicitation is not approved by the MDHS and/or PPRB (if required), it is void and no payment shall be made. MDHS will award one (1) contract for services mentioned. MDHS has the right to reject any and all quotes during any step of the procurement or awarding process (even after negotiations have begun).

TERM

The anticipated date for services to begin is June 1, 2021, with an ending date of May 31, 2023.

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

SCOPE OF SERVICES

The Independent Contractor shall perform and render the following services for Oakley Youth Development Center (OYDC) located at 2375 Oakley Road, Raymond, MS 39154:

A. Description of Work

1. The Independent Contractor shall maintain, repair and, provide all technical user support functions of the Electronic Security System, and all its related parts, units, and sub-units in its entirety.
2. The Independent Contractor shall perform complete maintenance and repair service, including inspections, trouble, and emergency calls for all equipment included in this Scope of Services. The service shall consist of thorough maintenance work in accordance with the best commercial practice governing the maintenance of Electronic Security Systems and any State or Federal facility codes/requirements. Such service shall include regularly-scheduled maintenance services as specified and shall be subject to inspection and approval by the Facility Administrator, Maintenance Director, or designee. The full-service maintenance contract shall not relieve the Independent Contractor from performing the specified scheduled maintenance services.
3. The Independent Contractor shall be responsible for all portions of the Electronic Security System. Labor, to replace parts and supplies provided by Independent Contractor as part of this maintenance agreement, shall be provided at no extra charge, except as noted.
4. All services performed by the Independent Contractor shall include applicable items listed, but are not limited to the following services:

a. Maintenance Services

The Independent Contractor shall maintain the Electronic Security System as specified according to the specifications contained herein. The Independent Contractor shall provide all labor, tools, and equipment, and perform all services necessary to make repairs. The Independent Contractor shall perform the testing and servicing to the following components of the Electronic Security System:

Item	Number
Mechanical Closets	5
Programmable Logic Controllers (PLCs)	4
IC Clusters (total of 72 Reader Boards)	14
Relay Boxes	10
12 Volt Batteries for Reader Boards	10
APC Pro 1500 UPS	3
Intercom System (SWC-South Western Communications)	1
Central Control PC (Dell Optiplex 380, WinXP, SWC Lock System)	1
Control PCs (Pods) Dell Optiplex 380, WinXP, SWC Lock System	2
Main Access Control PC (Dell Optiplex 7020)	1
ID Badge Printer (FARGO DTC1250e)	1
Software: WIN-PAK PE Release 4.0 (Build 673.3.2)	1

b. Repair Services and Authorized Emergency Work

Repair Service Procedures

- i. Facility Administrator, Maintenance Director, or designee assigns control number and notifies Independent Contractor of problem.
- ii. Independent Contractor shall contact Facility Administrator, Maintenance Director, or designee within four (4) business hours of notification to discuss the repair or emergency call by control number.
 - *Repair Call* – during normal business hours 8am-5pm – (non-emergency as designated by Facility Administrator, Maintenance Director, or designee): Independent Contractor shall report to site within 2-4 business days of notification by Facility Administrator, Maintenance Director, or designee to assess or complete non-emergency work. Independent Contractor shall resolve the issue within the timeframe agreed upon by the Facility Administrator, Maintenance Director, or designee. If the timeframe is not able to be met, the Independent Contractor must receive approval for an extension by the Facility Administrator, Maintenance Director, or designee.
 - *Emergency Call* (as designated by Facility Administrator, Maintenance Director, or designee): Independent Contractor shall report to the site within 72 hours of receiving the call from the Facility Administrator, Maintenance Director, or designee to assess or complete emergency work. Independent Contractor shall resolve the issue within the timeframe agreed upon by the Facility Administrator, Maintenance Director, or designee.
- iii. Unauthorized extra work performed on a repair or emergency call may not be compensated as determined by the Facility Administrator, Maintenance Director, or designee.
- iv. Authorized extra work not part of the routine maintenance requirement may be performed at a time mutually agreeable to MDHS and the Independent Contractor.

- v. The Independent Contractor shall notify the Facility Administrator, Maintenance Director, or designee daily of the status of repairs, estimated completion time, and completed work.
- vi. The Independent Contractor shall provide the Facility Administrator, Maintenance Director, or designee copies of the maintenance history and costs after each event.
- vii. OYDC reserves the right to have maintenance or repair tasks performed on weekends or after normal operating hours (normal hours are Monday thru Friday, 8am-5pm). Whenever MDHS exercises this right, MDHS shall compensate the Independent Contractor only for the difference between their normal labor rate and overtime labor rate.
- viii. A written quote, unless waived by the Facility Administrator, Maintenance Director, or designee, shall precede any “chargeable” emergency services performed, containing the following minimum information:
 - Description and breakdown of material, parts, and labor costs.
 - Any additional costs such as freight.
 - Projected Completion date.
- ix. Additional work needed that is not addressed in this Scope of Services shall not be charged to this contract. Any additional work not covered in this Scope of Services will be addressed separately by MDHS and selected vendor – this also includes an additional equipment necessary for additional work.

B. Reports

1. Prior to the commencement with the work on the contract, the Independent Contractor shall submit to the Facility Administrator, Maintenance Director, or designee their annual inspection schedule for the period of the contract. The Independent Contractor shall also maintain records, documents, and other evidence pertaining to the maintenance, repair, and costs of the Electronic Security System. This information is to be presented to the extent, and in such detail, that properly and adequately reflects the maintenance history and cost (labor, materials, parts, and equipment). The Independent Contractor shall also submit an updated inventory of all equipment during the contract period.
2. All Independent Contractor service reports, whether regular maintenance, trouble call, emergency, or authorized extra work, shall be filled out properly and completely at the time of service and shall include: day and date, time started, time completed, service performed, materials used with cost, control number, service person, and shall be signed by the Facility Administrator, Maintenance Director, or designee.

C. Work Schedule

1. The Independent Contractor shall perform maintenance, inspection, and repair services to the Electronic Security System. All maintenance, inspection, and repair services will be in accordance with the best commercial practices, in compliance of any State or Federal facility codes/requirements, and as required to provide assurance of safety and operational reliability.

2. Within fifteen (15) business days of the award of this contract, the Independent Contractor shall submit to OYDC, in writing, a proposed schedule on inspection, preventive maintenance, checklist, and maintenance record system, all in sufficient detail to show its adequacy in carrying out the terms of this contract. Most maintenance tasks described herein shall be performed between the hours of 8:00 a.m. to 5:00 p.m. on normal working days, Monday through Friday, excluding State holidays and/or on days that work is not officially scheduled. Any work required outside these hours, which may or may not include additional charges or fees, must be approved by the Facility Administrator, Maintenance Director, or designee, prior to the onset of the service. All service reports are to be signed by the Facility Administrator, Maintenance Director, or designee.
3. All work performed is subject to random periodic inspection by the Facility Administrator, Maintenance Director, or designee.
4. The Independent Contractor shall be informed of all deficiencies found by the Facility Administrator, Maintenance Director, or designee. The Independent Contractor shall correct all deficiencies within 7 days or within an agreed-upon time with the Facility Administrator, Maintenance Director, or designee at the Independent Contractor's expense.

D. Parts and Materials

1. The Independent Contractor shall provide labor to replace necessary parts of the Electronic Security System which are worn through normal wear and tear. The cost of parts and materials are billed separately upon the preauthorization of MDHS.
2. Any and all parts and materials covered by warranty are to be honored by the Independent Contractor.

E. Clean Up and Work Practices

1. The Independent Contractor will keep the job site free of debris, discarded parts, refuse, etc., and will clean all fluids during the daily progress of work. The Independent Contractor shall remove all tools, used or waste fluids, parts, and equipment from the service areas upon completion of the work and legally dispose of, whether hazardous or not, in accordance with EPA and/or other government regulations including providing written records. The Independent Contractor shall support and protect OYDC legally and financially with regard to these regulations.
2. The Independent Contractor shall exercise caution during the progress of maintenance and repair work to prevent damage to the ceilings, walls, floors, roofing, and other building structures. Independent Contractor shall restore all damages, caused by his or her negligence, at the Independent Contractor's expense when requested by OYDC.
3. The Independent Contractor shall repair all damages to existing utilities and structures such as water lines, electric conduits, sewer lines, buildings, including compactor and hook up, etc., caused by his or her equipment or employees. If such repairs are not completed within 10 business days, OYDC reserves the right to purchase services for the necessary repairs from the open market and shall deduct all repair costs from the moneys due or that may thereafter become due to the Independent Contractor. In case any money due to the

Independent Contractor is insufficient for said purposes, the Independent Contractor shall pay the difference upon demand by MDHS.

F. Agency and Safety Compliance

1. The Independent Contractor will perform all services provided in the contract between the Independent Contractor and MDHS 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 agencies. No statement within this Quote Request shall negate compliance with any applicable governing regulation. The absence of detailed specifications or the omission of a detailed description shall be recognized as meaning that only the best commercial practices are to prevail.
2. Ensure full compliance with the policies and procedures of MDHS and all applicable regulations as now existing or as may be modified.
3. Abide by all State and/or Agency policies, procedures, ordinances, and/or laws pertaining to MDHS' operation at all times, including but not limited to the items listed below. Deviations from these policies by the Independent Contractor or its personnel will not be tolerated and will be considered grounds for contract termination.
4. All state facilities are non-smoking; the Independent Contractor and its personnel must adhere to this requirement. The use of tobacco products is prohibited, except within designated smoking areas.
5. It is illegal to have in one's possession any illegal drug or alcoholic beverage while on state property. Independent Contractor personnel shall not consume any illegal or illegally obtained drug or alcoholic beverage while on duty.
6. The Independent Contractor's personnel should refrain from using foul, abusive or profane language on state property.
7. The Independent Contractors' personnel shall not flirt or fraternize with MDHS personnel or any visitor at OYDC or MDHS.
8. Independent Contractor's personnel shall not solicit or otherwise interfere with the work of MDHS employees.
9. Independent Contractor's personnel shall not engage in personal activities (such as, but not limited to texting, personal phone calls, reading magazines, etc.) while on State property providing services described in this Quote Request, and shall comply with MDHS' restrictions regarding visitation with friends, family members or acquaintances while on State property providing services described in this Quote Request.
10. MDHS reserves the right to inspect and search all Independent Contractor personnel and/or vehicles anytime while on facility grounds.

11. Independent Contractor personnel are required to sign-in and sign-out at MDHS locations. Independent Contractor identification badges, personal identification of the individual employee, and /or visitor badges shall be worn and clearly visible while on state property.
12. The Independent Contractor shall comply with all applicable safety regulations promulgated by OSHA, EPA, and other governmental agencies, including those of MDHS.

All services will be coordinated with the Division of Youth Services.

QUOTE SUBMISSION

Your response to this solicitation must be marked as “**QR No. 20210316 EDSS**” and may be submitted by mail, email or hand delivery. Responses submitted via email should be sent to the following:

Jennifer Austin
Procurement.Services@mdhs.ms.gov

Hand delivered or mailed responses should be delivered to the following: Jennifer Austin, 200 South Lamar Street, Jackson, MS 39201. Hand delivered responses should be delivered in an envelope that includes the respondent’s name, physical address, Quote Request Number, and phone number.

Responses are due no later than March 23, 2021, at 3:00 p.m., CT. Quotes via facsimile will not be accepted. Any quotes received after this deadline shall be considered LATE and will be recorded as such and included in the procurement file. Late quotes are deemed non-responsive and not considered for further evaluation. Respondent will be notified if response is deemed non-responsive due to missed deadline. There are no exceptions to the deadline date and time or method of submission.

A completed quote packet shall include:

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

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

- completed and signed Minority Vendor Self Certification Form (Attachment F);
- E-Verify documentation, if applicable (<https://www.uscis.gov/e-verify>);
- Taxpayer Identification Number and certification (Completed W-9);
- Proof of registration with the Mississippi Secretary of State (if applicable);
- current certificate of liability insurance; and

Insurance. The successful respondent shall maintain at least the minimum level of workers’ compensation insurance as prescribed by law which shall inure to the benefit of all Independent Contractor's personnel performing services under the resulting

contract, comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000.00 per occurrence. All worker' compensation, comprehensive general liability, and professional liability will list MDHS as an additional insured. MDHS 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 vendor shall be prepared to provide evidence of required insurance upon request by MDHS at any point during the contract period.

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

An award may be made to the respondent whose quote is determined, in writing, to be the most responsive and lowest bid. MDHS will provide the opportunity for post-award vendor debriefing following the notice of contract award in an effort to exchange information with vendors, strengthen business relationships, and improve the procurement process between vendors and the State. Please see "Debriefing and Protest Information" (Attachment G) for more information.

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

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

**ATTACHMENT A
Quote Form**

Date Submitted: _____ **Deadline Date:** March 23, 2021, by 3:00 p.m., CT

Respondent's Organization Information:

Name of Organization: _____

Mailing Address: _____

Authorized Official: _____

Title: _____

Phone: (_____) _____

Email: _____

Tax I.D.#: _____

DUNS #: _____

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

Certificate of Liability Insurance Period of Coverage: _____

Contact Person for Respondent:

Name: _____ **Title:** _____

Mailing Address: _____

Phone: (_____) _____

Email: _____

Description of Services: As stated in "Scope of Services" of this QR No. 20210316 EDSS.

Terms of Agreement: June 1, 2021 through May 31, 2023.

ATTACHMENT A

(Continued)

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

Specific Category of Service	Hourly Rate
1. Normal Service	\$ _____
2. Emergency After Hours/ Over Time/ Holiday Services (Single hourly rate for above listed services)	\$ _____

NOTE:

- Hourly rate shall include **ALL** associated costs (travel, material, meals, etc.) Respondent shall only bill MDHS for actual service time on-site to provide services. MDHS shall not be billed for any travel time.
- Respondents shall provide one (1) rate per specific category of service.
- Respondents shall **not** include any additional charges in this bid form. Any additional charges included on a Respondent's bid form may result in the Respondent's bid being deemed non-responsive and Respondents will thereby be rejected.

Total Amount for Initial Contract Period: \$ _____
Total Number of Years: Two (2) _____

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

Signature of Authorized Official
(No stamped signature)

Date

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

THIS SPACE LEFT INTENTIONALLY BLANK

**ATTACHEMENT B
CERTIFICATIONS AND ASSURANCES**

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

1. REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it **HAS/HAS NOT** (*please circle applicable word or words*) retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's quote.

2. REPRESENTATION REGARDING GRATUITIES

The respondent or Contractor represents that it **HAS/HAS NOT** (*please circle applicable word or words*) violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The respondent certifies that the prices submitted in response to the solicitation **HAVE/HAVE NOT** (*please circle applicable word or words*) been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other respondent or competitor relating to those prices, the intention to submit a quote, or the methods or factors used to calculate price.

4. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

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

Name/Title: _____

Signature/Date: _____

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

ATTACHEMENT C



DEBARMENT VERIFICATION FORM
Please Print/Type Clearly in Blue Ink

Subgrantee's/Contractor's Name	
Authorized Official's Name	
DUNS Number	
Address	
Phone Number	
Are you currently registered with www.sam.gov (Respond Yes or No)	
Registration Status (Type Active or Inactive)	
Active Exclusions (Type Yes or No)	

Federal Debarment Certification:

By signing below, I hereby certify that _____ is not on the list for
Subgrantee's Name/Contractor's Name
federal debarment on www.sam.gov –System for Award Management (SAM).

State of Mississippi Debarment Certification:

By signing below, I hereby certify that _____ is not on the list for
Subgrantee's Name/Contractor's Name
debarment for doing business within the State of Mississippi or with any Mississippi State Agencies.

Partnership Debarment Certification:

By signing below, I hereby certify that all entities who are in partnership through this contract with MDHS (subcontractors, subrecipients, et al.) are not on the federal debarment list on www.sam.gov – System for Award Management or the State of Mississippi debarment list. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to MDHS.

Signature of Authorized Official
(No stamped signature)

Date

ATTACHMENT D
Proprietary Information Form

The Respondent should mark any and all pages of this response considered to contain proprietary information. Such pages may remain confidential in accordance with Mississippi Code Annotated §§25-61-9 and 79-23-1 (1972, as amended). Each page of this response considered, by the Respondent, to contain trade secrets or other confidential commercial/financial information should be marked in the upper right hand corner with the word “CONFIDENTIAL.” Any pages not marked accordingly will be subject to review by the general public after the award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures. Failure to clearly identify trade secrets or other confidential commercial/financial information may result in that information being released in a public records request.

For all procurement contracts awarded by state agencies, the provisions of the contract which contain the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information, and shall be available for examination, copying, or reproduction.

If applicable, please indicate which parts/pages below that the contractor wishes to designate as proprietary. In addition, provide the specific statutory authority for the exemption. **If this is not applicable, please indicate with “N/A” below.**

- 1.
- 2.
- 3.
- 4.
- 5.

By signing below, I understand failure to clearly mark proprietary information as identified above may result in disclosure of such information as it will be subject to review by the general public after the award of the contract.

Signature of Authorized Official
(No stamped signature)

Date

Name of Organization

**ATTACHMENT E
QUOTE EXCEPTION SUMMARY**

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

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

Reference	Respondent’s Reference	Brief Explanation of Exception	MDHS Acceptance (sign here only if accepted)
Reference specific outline point to which exception is taken	Page, section, items in Respondent’s quote where exception is explained	Short description of exception being made	
1			
2			
3			
4			
5			
6			
7			

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

Signature of Authorized Official
(No stamped signature)

Date

Name of Organization

**ATTACHMENT F
STATE OF MISSISSIPPI
MINORITY VENDOR SELF CERTIFICATION FORM**

Please complete the following information on this form and return immediately to the Mississippi Department of Finance and Administration, Attention: Vendor File Maintenance, P.O. Box 1060, Jackson, Mississippi 39215. Forms may also be faxed to (601) 359-5525.

Name of Business: _____

Address: _____ Post Office Box: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Tax I.D.: _____

SAAS Vendor #s (if known): _____

MINORITY STATUS

As used in this provision, means a business concern that (1) is at least 51% minority-owned by one or more individuals, or minority business enterprises that are both socially and economically disadvantaged and (2) have its management and daily business controlled by one or more such individuals as ascribed under the Minority Business Enterprise Act 57-69 and the Small Business Act 15 USCS, Section 637 (a). See back of form for more information. Should you require additional information regarding your Minority Status, or need assistance in completing this form please call the Mississippi Development Authority, Minority Business Enterprise Division at 601-359-3448.

Applicable

Not Applicable

IF MINORITY STATUS IS APPLICABLE, PLEASE CHECK APPROPRIATE CODE BELOW:

Minority Business Enterprise

A (Asian Indian)

B (Asian Pacific)

C (Black American)

D (Hispanic American)

E (Native American)

Women Business Enterprise

M (Asian Indian)

N (Asian Pacific)

O (Black American)

P (Hispanic American)

Q (Native American)

R (Other) Non Ethnic Women

The undersigned certifies under the penalties (administrative suspension and/or ineligibility for participation) set forth in the Minority Business Enterprise Act 57-69, and the Small Business Act 15 USCS, Section 637 (a), that the company classification and selected information above is true and correct. The undersigned will advise of any change in such classification at once.

Business: _____ Certified by: _____

Date: _____ Title: _____ Name Printed: _____

Issue Date March 31, 2002

ATTACHMENT G DEBRIEFING AND PROTEST INFORMATION

In compliance with *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, Agencies are encouraged to exchange information with vendors in an effort to build and strengthen business relationships and improve the procurement process between vendors and the State.

7-113 POST-AWARD VENDOR DEBRIEFING

7-113.01 Debriefing Request

A vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission, to be received by the agency within three (3) business days of notification of the contract award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor must notify the agency and identify its attorney. The agency shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

7-113.02 When Debriefing Should Be Conducted

Unless good cause exists for delay, the debriefing should occur within three (3) business days after receipt of the vendor request and may be conducted during a face-to-face meeting, by telephonic or video conference, or by any other method acceptable to the agency. The Procurement Officer or designee should chair the meeting, and where practicable, include other staff with direct knowledge of the procurement.

7-113.03 Information To Be Provided

At a minimum, the debriefing information shall include the following:

- (1) The agency's evaluation of significant weaknesses or deficiencies in the vendor's bid, proposal, or statement of qualifications, if applicable;
- (2) The overall evaluated cost or price, and technical rating, if applicable, of the successful vendor(s) and the debriefed vendor;
- (3) The overall ranking of all vendors, when any ranking was developed by the agency during the selection process;
- (4) A summary of the rationale for award; and,
- (5) Reasonable responses to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed.

7-113.04 Information Not To Be Provided

The debriefing shall not include point-by-point comparisons of the debriefed vendor's bid, proposal, or qualification with those of other offering vendors. Any written request by a vendor for nondisclosure of trade secrets and other proprietary data is subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 and §§ 75-26-1 through 75-26-19.

PROTEST

Any actual or prospective bidder or offeror who is aggrieved in connection with the solicitation or award of a contract may protest to the Chief Procurement Officer and copy the Department of Finance and Administration Director of the Office of Personal and Professional Service Contract Review. The protest shall be submitted in writing within seven (7) calendar days of the award or within seven (7) calendar days of the solicitation posting if the protest is based on the solicitation. A protest is considered filed when received by the Chief Procurement Officer. Protests filed after the seven (7) day period shall not be considered. Please refer to Section 7-113 of the *Public Procurement Review Board, Office of Personal Service Contract Review Rules and Regulations* for more information.