



**Robert G. Anderson**  
**Executive Director**

**QUOTE REQUEST (QR)**

**QR No. 20210310 MWDS**  
**RFx 3140002571**

**MEDICAL WASTE DISPOSAL SERVICES FOR  
MDHS OAKLEY YOUTH DEVELOPMENT CENTER (OYDC)**

**Issue Date: March 10, 2021**

**MDHS WELCOMES PARTICIPATION OF MINORITY BUSINESSES**

**Contact Person:**

Jennifer Austin

[Procurement.Services@mdhs.ms.gov](mailto: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 17, 2021, by 3:00 p.m., CT.**

## **PURPOSE**

The Mississippi Department of Human Services (MDHS) is requesting quotes from qualified respondents to provide medical waste disposal services for the MDHS' Oakley Youth Development Center. 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 July 1, 2021, with an ending date of June 30, 2022. Upon Notification by MDHS, at least thirty (30) days prior to each contract anniversary date, the contract may be renewed by MDHS for a period of two (2) successive two-year period(s) under the same prices, terms and conditions as in the original contract.

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

## **SCOPE OF SERVICES**

The Independent Contractor shall perform and render the following services:

1. Provide medical waste pickup and disposal once a month at Oakley Youth Development Center in Raymond, Mississippi, 39154.
2. The vendor shall perform services for OYDC on an as-needed or on a scheduled basis, as agreed upon between the vendor and OYDC.
3. Coordinate with OYDC to schedule service times and dates for pickup of medical waste. Quantity of pickups, container sizes, and schedules may be adjusted at any time by OYDC to better compliment OYDC requirements. The vendor will adjust medical waste disposal services for holidays and furloughs and notify OYDC regarding adjustments and next service dates.
4. Provide one (1) medical waste box in the following container size: 18in. x 18in. x 24in. OYDC reserves the right to request additional boxes at the proposed unit rate provided by vendor in Attachment A.
5. Medical waste boxes shall be clearly marked for their intended use and the vendor's contact information.
6. The vendor shall maintain all boxes in operable condition, including replacing lids, handles, etc., as needed at no cost to the agency. The vendor shall replace damaged boxes at no additional charge. The boxes and any other equipment provided to OYDC by the vendor remains the property of the vendor.
7. Placement of boxes in OYDC locations shall be in accordance with applicable fire codes. Locations may be adjusted during the term of the contract as needed by OYDC and/or the vendor.
8. The vendor will provide all equipment, materials, tools, supplies, skills, labor, and supervision necessary to perform the tasks as specified to dispose of medical waste.
9. Vendor personnel may be required to sign-in and sign-out at OYDC. Security provisions for all state facilities must be strictly observed. All vendor personnel must be uniformed or

have visible identification at all times. Vendor personnel may be required to provide photographic identification for inspection upon entering state facilities. The vendor is advised that for all state facilities, vendor personnel shall strictly abide by all state policies and procedures at all times.

10. Notify OYDC within two (2) hours of knowledge it will not be able to fulfill a scheduled service appointment. The vendor agrees to complete the scheduled service within twenty-four (24) hours of a missed appointment, unless otherwise specified and agreed upon in writing by the agency.
11. Allow services to be inspected, observed, tested, or reviewed by an OYDC employee at all times.
12. Perform all collection of medical waste materials in an appropriate vehicle. When unattended, the vehicle must be locked. There should be no cost charged to OYDC for fuel, mileage, or any other related travel cost as this should be included as part of the monthly rate provided in Attachment A.
13. Vendor shall leave a receipt with OYDC to compare with the invoices for payment.
14. Abide by all state and/or MDHS/OYDC policies and procedures at all times. Deviations from these policies by the vendor or its personnel will not be tolerated and will be considered grounds for contract termination.
15. Be responsible for all damages and shall be held responsible for replacing or repairing any damage due to negligence on the part of the vendor or vendor personnel to any person(s) and/or property. The vendor 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. OYDC may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property.
16. Abide by all ordinances and laws pertaining to the OYDC's operation and obtain and pay for all necessary permits, licenses, and fees for work performed and give all notices and comply with all laws, ordinances, rules, and regulations.
17. 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 vendor's employees.
18. Make all unemployment compensation contributions as required by federal and state law(s) and process claims as required.
19. Perform a background check and/or drug screening prior to placement if requested by OYDC and verify and/or provide the results.
20. Replace, at no additional expense to OYDC, any technician not performing satisfactorily immediately.
21. Perform all services provided in the scope of services between the vendor and OYDC 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. No statement within this scope of services shall negate compliance with any applicable governing regulation related to handling and disposing of medical waste.
22. Material must remain secured from the moment of retrieval/pick-up until properly disposed. The vendor must ensure that its process for disposal is not in violation of any state, federal, or local law, including HIPAA guidelines.

23. Ensure all services are provided during the times specified by OYDC. Occasionally, agencies may have an unexpected service need. In these situations the vendor agrees to complete the ad hoc service request within two (2) business days upon notification from OYDC, unless otherwise specified and agreed upon in writing by OYDC.
24. The administrator at OYDC shall assign an employee to inspect boxes on a monthly basis.
25. If additional medical waste boxes are needed, the boxes shall be delivered within five (5) business days of agency request. The vendor shall deliver boxes on the dates and times agreed upon by OYDC and vendor. OYDC withholds the right to refuse any unscheduled deliveries without charge or penalty. The vendor will be responsible for delivery, set-up and all transportation costs.

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

### **QUOTE SUBMISSION**

Your response to this solicitation must be marked as **“QR No. 20210310 MWDS”** 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](mailto: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 17, 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 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 17, 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. 20210302 MWDS.

**Terms of Agreement:** July 1, 2021 through June 30, 2022, with the option of two (2) successive two-year periods.

**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.

<u>Specific Category of Service</u>	<u>Monthly Rate</u>	<u>Yearly Rate</u>
<b>1. Pick-up Service</b> <i>(Includes vendor provided approved medical waste container (18in.x18in.x24in.))</i>	\$ _____	\$ _____

<u>Specific Category of Service</u>	<u>Rate</u>
<b>2. Additional per box charge (if needed)</b>	\$ _____
<b>3. Additional per pick-up charge (if needed)</b>	\$ _____

- 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.

*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.*

**ATTACHEMENT B  
CERTIFICATIONS AND ASSURANCES**

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

**1. REPRESENTATION REGARDING CONTINGENT FEES**

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

**2. REPRESENTATION REGARDING GRATUITIES**

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

**3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

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

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

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

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

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



ATTACHEMENT C



**DEBARMENT VERIFICATION FORM**  
**Please Print/Type Clearly in Blue Ink**

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

**Federal Debarment Certification:**

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

**State of Mississippi Debarment Certification:**

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

**Partnership Debarment Certification:**

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