



**Robert G. Anderson
Executive Director**

QUOTE REQUEST (QR)

**QR No. 20211202 ACS
RFx 3140002923**

**ASBESTOS CONTROL SERVICES FOR
MDHS OAKLEY YOUTH DEVELOPMENT CENTER (OYDC)**

Issue Date: December 02, 2021

MDHS WELCOMES PARTICIPATION OF MINORITY BUSINESSES

Contact Person:

Waustella King

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 December 09, 2021, by 3:00 p.m., CT.

PURPOSE

The Mississippi Department of Human Services (MDHS) is requesting quotes from qualified respondents to provide asbestos control services for 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 January 15, 2022, or after all parties have signed, whichever is later, with an ending date of January 14, 2023. 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 four (4) successive one-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 establish an updated/new Asbestos Hazard and Emergency Response Act (AHERA) Management Plan inclusive of inspections/re-inspections in accordance with AHERA and 40 CFR (Code of Federal Regulations) 763.85-763.99 requirements for the Oakley Youth Development Center (Oakley/OYDC). The contractor will establish, perform and render an Asbestos Control Program on the campus regularly at the designated buildings identified in this scope of services and the vendor will render all services as outlined in the scope of services.

Locations for Asbestos inspections/re-inspections:

The Independent Contractor shall complete inspections and re-inspections in accordance with AHERA and 40 CFR 763.85-763.99 requirements for the Oakley buildings/locations listed below:

- 1) One (1) occupied cottage/Oak Cottage
- 2) Five (5) Unoccupied cottages
- 3) Training Annex
- 4) Cafeteria (The main dining hall)
- 5) Unit II Administration Building – Director of Youth Equity & Related Services
- 6) Six (6) Staff Houses
- 7) Foster Cottage - This is a standalone building located outside of fence located next to staff housing.
- 8) Unit I Administration Building – Director of Oakley Youth Development Center
- 9) Laundry - standalone building
- 10) Chapel – standalone building
- 11) Williams School – Inside of Unit I Administration Building
- 12) Two (2) Gyms
 - a. Unit I Gym- This area is located inside of Unit I Administration Building
 - b. Unit II Gym - Eiland Gym- This is a standalone building

- 13) Two (2) Warehouses
 - a. Warehouse 25 – standalone building
 - b. Warehouse 200 – standalone building
- 14) Foster Hall – Business Office
- 15) Medical Clinic - standalone building
- 16) Two (2) Vocational (Career Technical Education/CTE) Buildings
- 17) Maintenance Shop – Standalone building
- 18) Security Office

Services to be performed:

- 1) The Independent Contractor shall perform inspections, re-inspections and periodic surveillance; develop and update operation and maintenance plans; and design and implement response actions, including operations and maintenance, are carried out in accordance with AHERA and 40 CFR 763 (Subpart E) guidelines for OYDC.
- 2) The Independent Contractor shall ensure that warning labels are posted in accordance with 40 CFR 763.95, EPA (Environmental Protection Agency), and OSHA (Occupational Safety and Health Administration) asbestos regulations.
- 3) The Independent Contractor shall ensure that maintenance plans are available for inspection and notification of such availability has been provided as specified in the management plan under 40 CFR 763.93, EPA and OSHA asbestos regulations. Inspections shall be performed by an EPA accredited asbestos inspector per 40 CFR 763.88 (d). The inspector's accreditation must be State of Mississippi issued and current throughout the contractual period.
- 4) The Independent Contractor shall be cognizant of all appropriate laws, regulations and guidance, including all the following but not limited to: AHERA; National Emission Standards for Hazardous Air Pollutant Standards (NESHAP); and the Occupational Safety and Health Act (OSHA). Additionally, the Independent Contractor shall ensure that all work activities performed by their personnel, subcontractors and suppliers are executed as required by these laws and regulations.
- 5) The Independent Contractor shall work closely with the OYDC Safety Inspector and the Local Education agency (LEA), in this case Williams School personnel to ensure that Federal and State regulations are always implemented and adhered to.
- 6) The Independent Contractor shall provide in writing, using Microsoft Excel and/or Microsoft Office Suite programs a report documenting and outlining all services performed and rendered for Asbestos Control at Oakley on a regular/annual basis. The 'on a regular/annual basis' will be determined by the Independent Contractor in conjunction with Oakley management. The report will contain an overview of all inspections/re-inspections, including any findings and recommendations for Oakley. The contractor will also submit in writing the results of all surveillance activities and analytical results of any test(s) conducted on campus. The contractor will also submit an inventory of any samplings acquired and analyzed by its' employees and/or contractors while on campus.

QUOTE SUBMISSION

Your response to this solicitation must be marked as “**QR No. 20211202 ACS** and may be submitted by mail, email or hand delivery. Responses submitted via email should be sent to the following:

Waustella King
Procurement.Services@mdhs.ms.gov

Hand delivered or mailed responses should be delivered to the following: Waustella King, 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 December 09, 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);
- completed and signed Quote Exception Summary (Attachment E); and
- proof of the inspector’s accreditation with the State of Mississippi, as stated in the scope of services.

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. Contractor represents that it will maintain Workers’ Compensation Insurance as prescribed by law which shall inure to the benefit of all Contractor’s personnel performing services under this Contract and comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000.00 per occurrence. The 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. Contractor will furnish MDHS a certificate of insurance providing the aforesaid

coverage, prior to the commencement of performance under this Agreement and upon request by MDHS at any time during the contract period. Such certificate shall contain provisions that coverage afforded under the policies shall not be cancelled, terminated, or materially altered until at least thirty (30) days prior notice has been given to the MDHS. Cancellation of the above-mentioned referenced insurance shall be grounds for termination of the contract. Failure on the part of the Contractor to procure or maintain the required insurance and provide proof thereof to MDHS shall constitute a material breach of the contract upon which the MDHS may immediately terminate the Contract.

- 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.

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ATTACHMENT A
Quote Form

Date Submitted: _____ **Deadline Date:** December 09, 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. 20211202 ACS.

Terms of Agreement: January 15, 2022, or after all parties have signed, whichever is later, through January 14, 2023, with the option to renew for four (4) successive one-year period(s).

**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.

Total per Month Cost:	
Total Yearly Cost:	

- 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.

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**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):

1. REPRESENTATION REGARDING CONTINGENT FEES

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

2. REPRESENTATION REGARDING GRATUITIES

The respondent or Contractor represents that it **HAS NOT** 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** 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 NOT** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Name/Title: _____

Signature/Date: _____

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)	

**Respondent shall provide a written justification for any above responses denoted with an "*" as an attachment to this Attachment C, Debarment Verification Form for any responses other than the following: Are you currently registered with www.sam.gov? YES; Registration Status? ACTIVE; Active Exclusions? 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.