



**Robert G. Anderson
Executive Director**

QUOTE REQUEST (QR)

**QR No. 20220510 SWDS
RFx 3140003101**

**SOLID WASTE DISPOSAL SERVICES FOR
MDHS DIVISION OF ADMINISTRATIVE SERVICES (AS) AND MDHS
DIVISION OF YOUTH SERVICES (DYS)**

Issue Date: May 10, 2022

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 May 17, 2022, by 3:00 p.m., CT.

PURPOSE

The Mississippi Department of Human Services (MDHS) is requesting quotes to establish a contract for solid waste disposal services at 750 North State Street, Jackson, Mississippi; Oakley Youth Development Center, Raymond, Mississippi; and MDHS State Office at 200 South Lamar Street, Jackson, Mississippi. 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, 2022, with an ending date of June 30, 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:

1. Collect all solid waste from the Mississippi Department of Human Services (MDHS) designated locations identified below and dispose of it in a landfill, recycle facility or other waste disposal site. Contractor must provide and place at MDHS designated locations the receptacles described below, into which persons may deposit solid waste.
2. Contractor must retrieve such receptacles when notified by MDHS, haul them to a landfill, recycle facility or waste disposal site, empty the contents and then return the empty receptacles to MDHS designated locations. Contractor must retrieve, haul and empty said receptacles when requested by MDHS, except as stated below. If MDHS requests a pickup before 2:00 P.M., Contractor will make that haul the same day; if the request is made after 2:00 P.M., Contractor will make the haul by noon the following day.
3. In the event MDHS requires additional receptacles beyond the scope provided herein, MDHS will provide Contractor at least 24 hours' notice to provide one (1) 30 cubic yard roll-off dumpster or any other size receptacle to requested MDHS location within 24 hours of MDHS request.
4. MDHS will not deposit any hazardous or toxic materials into said trash receptacles and Contractor shall have no responsibility to collect, or dispose of, such materials.
5. Contractor shall dispose of all waste materials only at a duly licensed and permitted landfill, recycle facility or waste disposal site that meets or exceeds all applicable local, state, and federal laws, ordinances, rules and regulations.
6. Contractor will retrieve and empty the contents of the trash receptacles at each respective MDHS location and at the frequency for each location as identified and

described in Section 12. In the event of a collection date falling on a holiday, scheduled waste collections must be provided on either the day prior to or a day succeeding the established scheduled collection day.

7. Contractor shall maintain the area around the receptacles at each MDHS designated location by collecting over flowing materials.

8. Contractor shall conduct regular maintenance of receptacles at each MDHS designated location to ensure that receptacles are clean and in serviceable condition at all times during the entire term of the contract. Contractor shall steam clean receptacles when appropriate or as requested by MDHS. Contractor shall repair or replace damaged receptacles within three (3) days of MDHS notifying Contractor of damaged or malfunctioning receptacles. MDHS Staff will examine receptacles and evaluate service performance to ensure services are properly rendered.

9. Contractor is responsible for any permits, licenses, or fees required to perform the services described herein.

10. Contractor shall place identifying numbers on each Contractor owned receptacle placed at each MDHS designated location. Contractor shall prepare an inventory of receptacles placed at each MDHS designated location and provide a copy of that inventory to MDHS. Contractor shall prepare and maintain a log as a record for each separate MDHS designated location that reflects the solid waste collected and disposed of from each receptacle located at each MDHS designated location. The log will contain information such as the date of each pull, dumpster number, tonnage, disposal site, nature of waste (garbage or other) and other appropriate information. Each load of waste shall be weighed by a licensed weigh scale operator, and the scale tickets shall be maintained in the Contractor's records. The Contractor shall deliver to MDHS a copy of the Contractor's log entries and scale tickets for each month's activity at each MDHS designated location no later than the 15th day of the following month. MDHS shall have the right to enter Contractor's offices during regular business hours without a search warrant or other legal process, and examine and copy Contractor's books and records relative to this contract.

11. Contractor must own or otherwise provide receptacles at the following MDHS locations:

- a) MDHS - 750 North State Street, Jackson, Mississippi 39202;
- b) MDHS Oakley Training School – 2375 Oakley Road, Raymond, Mississippi 39154; and
- c) *MDHS State Office - 200 South Lamar Street, Jackson, Mississippi 39201.

*MDHS currently does not have any scheduled solid waste collection needs at this location, but may require Contractor to provide a receptacle and subsequent collection and disposal of waste on an as needed basis.

NOTE: MDHS reserves the right to add additional locations for collection of solid waste as needs arise.

12. Contractor must provide receptacle pick-ups and associated services at the frequencies identified for each receptacle type at each MDHS location according to the following:

MDHS 750 North State Street

Receptacle Type	Receptacle Size	Quantity	Pick-Up Frequency
Self-Contained Compactor (deodorized)	30 cu.yd.	1	As Needed*
Open-Top Roll-Off Dumpster	30 cu. yd.	1	As Needed**

*"As Needed" – average of three (3) times per month.

**"As Needed" – average of three (3) times per year.

For "Self-Contained Compactor" at this location, Contractor must provide monthly servicing and repair of compactor.

MDHS Oakley Training School

Receptacle Type	Receptacle Size	Quantity	Pick-Up Frequency
Frontload Dumpsters	8 cu. yd.	6	2 times per week
Open-Top Roll-Off Dumpster	30 cu. yd.	1	As Needed*

*"As Needed" – average of three (3) times per year.

MDHS 200 South Lamar Street

Receptacle Type	Receptacle Size	Quantity	Pick-Up Frequency
Open-Top Roll-Off Dumpster	30 cu. yd.	1	As Needed*

*"As Needed" – average of three (3) times per year.

Contractor shall maintain in its fleet such trucks in sufficient numbers to perform its obligations herein, and which have the capacity to pick up and empty said roll-off dumpsters. The Contractor shall be responsible for the upkeep, maintenance, repair and replacement of all vehicles and equipment used in its operations. Contractor must maintain such items in a clean and serviceable condition during the term of the contract.

For any pick-up frequency listed above that does not provide a specific weekday, MDHS will coordinate with the contractor upon award of contract to determine a specific weekday for each pick-up.

MDHS reserves the right to adjust the pick-up frequency as needed. MDHS will coordinate with Contractor to schedule these adjustments in advance.

13. The Contractor must, with respect to all solid waste disposal employees providing services at MDHS designated locations:

- Maintain a pool of employees sufficient to meet MDHS needs within 24 hours;
- Accurately describe the job duties required to the waste disposal employees;
- 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;

- Abide by all ordinances and laws pertaining to MDHS' operation and secure all required licenses and permits, including those required by the Environmental Protection Agency, Mississippi Department of Environmental Quality and the State Health Department;
- Make all unemployment compensation contributions as required by federal and state law and process claims as required;
- Ensure all waste disposal services are provided during the hours specified by MDHS;
- Replace, at no additional expense to MDHS and without any interruption of service, any employee not performing satisfactorily prior to next service requirement;
- Perform all services provided in the contract in accordance with customary and reasonable industry standards; and
- Perform a criminal background check or drug screening of a waste disposal worker as requested by MDHS.

QUOTE SUBMISSION

Your response to this solicitation must be marked as **“QR No. 20220510 SWDS”** 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 (QR No. 20220510 SWDS), and phone number.

Responses are due no later than May 17, 2022, 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.everify.gov>);
- 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.

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ATTACHMENT A

Quote Form

Date Submitted: _____

Deadline Date: May 17, 2022, by 3:00 p.m., CT

Respondent's Organization Information:

Name of Organization: _____

Mailing Address: _____

Authorized Official: _____

Title: _____

Phone: (_____) _____

Email: _____

Tax I.D.#: _____

DUNS #: _____

Age of vendor's business: _____

Average number of employees over the past three years: _____

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. 20220510 SWDS.

Terms of Agreement: July 1, 2022 through June 30, 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.

MDHS 750 North State Street

Receptacle Type	Receptacle Size	Quantity	Pick-Up Frequency	Unit Price Per Pick-Up	Additional Fee(s)	Yearly Price
Self-Contained Compactor (Deodorized)	30 cu. yd.	1	As Needed*			
Open Top Roll-Off Dumpster	30 cu. yd.	1	As Needed**			
TOTAL:						

*"As Needed" – average of three (3) times per month.

**"As Needed" – average of three (3) times per year.

“Additional Fee(s)” – description of fee(s) _____

MDHS Oakley Training School

Receptacle Type	Receptacle Size	Quantity	Pick-Up Frequency	Unit Price Per Pick-Up	Additional Fee(s)	Yearly Price
Frontload Dumpsters	8 cu. yd.	6	2 times per week			
Open Top Roll-Off Dumpster	30 cu. yd.	1	As Needed*			
TOTAL:						

*"As Needed" – average of three (3) times per year.

“Additional Fee(s)” – description of fee(s) _____

MDHS 200 South Lamar

Receptacle Type	Receptacle Size	Quantity	Pick-Up Frequency	Unit Price Per Pick-Up	Additional Fee(s)	Yearly Price
Open Top Roll-Off Dumpster	30 cu. yd.	1	As Needed*			
TOTAL:						

*"As Needed" – average of three (3) times per year.

“Additional Fee(s)” – description of fee(s) _____

Contractor should provide additional unit pricing according to the following:

Dumpster Fees						
Container Size	Collection Cost Per Pick-Up Per Week					
	1	2	3	4	5	6
2 cu. yd.						
4 cu. yd.						
6 cu. yd.						
8 cy. yd.						
Recycling Fees						
Container Size	Collection Cost Per Pick-Up Per Week					
	1	2	3	4	5	6
2 cu. yd.						
4 cu. yd.						
6 cu. yd.						
8 cy. yd.						
Roll-Off Container Fees						
Roll-Off Container Size			Cost Per Collection¹			
20 cu. yd.						
30 cu. yd.						
40 cu. yd.						

¹ Collection rate shall include collection of Roll-Off container and return of Roll-Off container.

Compactor Size	Cost Per Collection
20 cu. yd.	
30 cu. yd.	
35 cu. yd.	
40 cu. yd.	
42 cu. yd.	

- 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. 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):

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.