



ROBERT G. ANDERSON
EXECUTIVE DIRECTOR

INVITATION FOR BIDS (IFB)

DNA GENETIC TESTING SERVICES

IFB No. 3160005922

Issue Date: Tuesday, July 18, 2023

CLOSING LOCATION

Mississippi Department of Human Services
200 South Lamar Street
Jackson, Mississippi 39201

CONTACT

Kimbley Hendrix, Contracts Procurement Director
(601) 359-4500
procurement.services@mdhs.ms.gov

CLOSING DATE & TIME

Bids must be received by Tuesday, August 22, 2023 by 2:00 PM, Central Time

SECTION 1

1.1. Bid Acceptance Period

The original copy of the bid package shall be signed and submitted (mailed or hand-delivered) in a sealed envelope or package to 200 South Lamar Street, Jackson, Mississippi 39201 no later than the time and date specified for receipt of bids. In addition, bidder shall also submit one (1) copy of the bid package on a USB Flash Drive as a single document in a searchable Microsoft Word or Adobe Acrobat (PDF) format. Timely submission of the bid package is the responsibility of the bidder. Bids received after the specified time shall be rejected and shall remain unopened in the procurement file. The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bid. The time and date of receipt shall be indicated on the envelope or package by MDHS staff. Each page of the bid form and all attachments shall be identified with the name of the bidder. Failure to submit a bid on the bid form provided shall be considered just cause for rejection of the bid. Modifications or additions to any portion of the procurement document may be cause for rejection of the bid. The MDHS reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, the MDHS may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. Bids submitted via facsimile (faxes) will not be accepted.

1.1.1. Timeline

Invitation for Bids Issue Date/1 st Advertisement:	Tuesday, July 18, 2023
2nd Advertisement:	Tuesday, July 25, 2023
Questions and Requests for Clarification Deadline:	Tuesday, August 1, 2023 by 2:00 p.m., CT
Anticipated Posting of Written Answers to Questions:	Wednesday, August 9, 2023
Bid Package Submission Deadline:	Tuesday, August 22, 2023 by 2:00 p.m., CT
Anticipated Date of the Notice of Intent to Award:	Wednesday, September 6, 2023
Anticipated Post-Award Debriefing Request Due Date:	Monday, September 11, 2023 by 2:00 p.m., CT
Anticipated Post-Award Debriefing Held Date:	Tuesday, September 12, 2023 through Thursday, September 14, 2023
Anticipated Protest Deadline Date:	Tuesday, September 15, 2023 by 2:00 p.m., CT
OPSCR Board Meeting (if applicable)	Wednesday, October 4, 2023
Start Date of Contract	Monday, January 1, 2024

Note: MDHS reserves the right to adjust this schedule as it deems necessary. MDHS also has the right to reject any and all bids during any step of the procurement or awarding process (even after negotiations have begun).

1.2. Expenses Incurred in Preparing Bid

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

1.3. Bid Form

All pricing must be submitted on the bid form (**Attachment B**). Failure to complete and/or sign the bid form may result in the bidder being determined nonresponsive.

1.3.1 Bidder Certification

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

1.3.2 Independent Price Determination

By submitting a bid, the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the bid. The prices quoted shall be inclusive of, but not limited to, the following: all required equipment/material; all required insurance; all required overhead; all required profit; all required vehicles; all required fuel; and, all required licenses, certifications, fees, or permits.

1.4. Registration with Mississippi Secretary of State

By submitting a bid, the bidder certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within five (5) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

1.5. Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or Federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government. The bidder shall submit a completed MDHS Debarment Verification Form, attached to this IFB as **Attachment F**. **Attachment F** shall be received by MDHS, in the bid packet submitted by the bidder, no later than 2:00 PM CT, on Tuesday, August 22, 2023. MDHS reserves the right to deem any bid packet not containing an executed MDHS Debarment Verification Form, as non-responsive to the IFB.

1.6. Registration with Mississippi's Accountability System for Governmental Information and Collaboration (MAGIC)

If the respondent is not already registered as a supplier in MAGIC, the respondent should register as a supplier with the State of Mississippi. Registering as a supplier with the State of MS allows businesses to register for upcoming opportunity notifications by the products they supply, search the system for upcoming solicitations, respond to solicitations electronically, and receive purchase orders via e-mail. The registration can be completed at the following link:

<http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/supplier-self-service/>

1.7. Proprietary Information

Any bidder claiming that its response contains information exempt from the Mississippi Public Records Act (Mississippi Code Annotated §§ 25-61-1, *et. seq.*, and 79-23-1), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption. The bidder shall submit a completed Proprietary Information Form, attached to this IFB as **Attachment E**.

1.8. Additional Information

All questions and requests for clarification concerning this procurement document must be submitted in writing via email to Kimbley Hendrix at procurement.services@mdhs.ms.gov by the deadline reflected in Section 1.1.1. MDHS will not be bound by any verbal or written information that is not contained within this IFB unless formally noticed and issued by MDHS. Bidders are cautioned that any statements made by contact persons that cause a material change to any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document. At no time shall any bidder or its personnel contact, or attempt to contact, any MDHS staff regarding this IFB except the contact person as set forth and, in the manner, prescribed in this section.

- 1.9 Acknowledgement of Amendments:** Should an amendment to the IFB be issued, it will be posted on the MDHS website (www.mdhs.ms.gov) in a manner that all bidders will be able to view. Further, bidders must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid package, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment should be received by the MDHS by the time and at the place specified for receipt of bids as reflected in Section 1.1.1. It is the bidder's sole responsibility to monitor the website for amendments to the IFB.

This IFB, all questions, requests for clarification, and answers will be published on the Mississippi Contract/Procurement Opportunity Search Portal and the Mississippi Department of Human Services (hereinafter "MDHS") website (<http://www.mdhs.ms.gov>) in a manner that all bidders will be able to view by the date reflected in Section 1.1.1.

1.10 Type of Contract

Compensation for services will be in the form of a Fixed Price Contract with Price Adjustments.

SECTION 2**2.1. Purpose**

MDHS is seeking to establish a contract with a Contractor to provide DNA Genetic Testing Services. It is understood that any contract resulting from IFB No. 3160005922 may require approval by the Public Procurement Review Board (PPRB). If any contract resulting from IFB No. 3160005922 is not approved by the PPRB and/or OPSCR (if required), it is void and no payment shall be made. Contractor is advised that in addition to MDHS' staff, MDHS child support enforcement activities are performed by MDHS' child support services vendor ("Vendor"). MDHS' current child support services Vendor is Young Williams, P.C.

2.2 Scope of Services**2.2.1 General Requirements****2.2.1.1 DNA Testing and Collection Contractor****2.2.1.1.1 Training**

Contractor shall be responsible for all necessary training as determined by MDHS.

Training of MDHS' staff and its Vendor's staff shall include possible

regional Continuing Legal Education Training Seminars at no additional cost to the State.

2.2.1.1.2 DNA Testing

Contractor shall perform genetic tests in paternity cases and provide test results for DNA samples received from MDHS, its Vendor, and/or from other states/other states' vendors. DNA samples collected by MDHS or its Vendor's staff will be delivered to the Contractor in prepaid mailers provided by the Contractor. In accordance with the requirements stated below, the Contractor will be paid for each individual DNA test that results in a final test confirming or excluding paternity.

2.2.1.1.3 DNA Collection

Contractor shall arrange for and assure the collection of DNA samples from individuals who are:

2.2.1.1.3.1 In correctional facilities in Mississippi; and

2.2.1.1.3.2 Located outside the state of Mississippi but within the United States or its territories when MDHS proceeds with long-arm jurisdiction, as well as Military Personnel; and

2.2.1.1.3.3 Any other persons located at other locations/organizations as identified by MDHS.

The Contractor shall train and certify completion of DNA buccal swab collection and chain-of-custody processing for its staff, MDHS staff, MDHS' Vendor staff and/or Subcontractors.

2.3 DNA Testing and Collection

2.3.1 When Services Are To Be Performed

2.3.1.1 DNA Testing

The Contractor shall provide genetic testing services to MDHS upon request throughout the term of the Contract.

2.3.1.2 DNA Collection

The Contractor shall contact and coordinate scheduling with Correctional facilities as well as other organizations as designated by MDHS, within seven (7) calendar days of a request from MDHS for DNA collection of any person in the correctional facility or other organization as designated by MDHS.

The Contractor shall coordinate with correctional facilities or MDHS designated organizations to schedule and obtain DNA samples within fourteen (14) calendar days of receipt of MDHS's request for obtaining a DNA sample from individuals. If the correctional facility or MDHS designated organization is unable to accommodate this time frame, the Contractor must inform MDHS within seven (7) calendar days of experiencing problems.

2.3.2 What Services Are To Be Performed

2.3.2.1 DNA Testing

The Contractor shall accept, store, and utilize all viable DNA samples provided by MDHS, MDHS' Vendor, and/or from other states/other states' vendors. The Contractor shall provide DNA test results and reports in accordance with the requirements found below. The Contractor will be paid for each individual DNA test that results in a final test confirming or excluding paternity.

2.3.2.2 DNA Collection

The Contractor shall collect DNA samples from alleged fathers and/or mothers, and/or children in correctional facilities or other MDHS designated organizations at the request of MDHS.

The annual number of DNA collection requests from MDHS may increase or decrease throughout the term of this Contract. MDHS does not guarantee that its collection volume will increase, decrease, or remain the same as in past years.

2.3.3 Where Services Are To Be Performed

2.3.3.1 DNA Testing

The Contractor shall be responsible for testing DNA samples received at its laboratory. It shall maintain information and data electronically and make available for MDHS's review, a daily report in an MDHS approved format of individual DNA sample names with associated unique identifying number(s) that it has received from MDHS, and it shall also electronically maintain information on the statuses of DNA tests throughout the term of the Contract.

2.3.3.2 DNA Collection

The Contractor shall arrange for and assure the collection of DNA samples from individuals who are in correctional facilities in Mississippi. The Contractor and its subcontractors, if any, shall follow correctional facility protocols and procedures.

The Contractor shall also collect DNA samples from individuals located outside the state of Mississippi but within the United States or its territories when MDHS proceeds with long-arm jurisdiction.

The Contractor shall coordinate with military personnel for obtaining genetic samples.

The Contractor shall collect DNA samples from any other persons located in other locations/organizations as identified by MDHS.

2.3.4 Who Shall Provide Services

2.3.4.1 DNA Testing

Contractor shall be AABB certified and shall provide services in accordance with Mississippi statutes and other applicable laws. The Contractor shall have and maintain the capacity to complete at least 1,500 tests each month throughout the term of the Contract.

Any sub-contractor(s) Contractor proposes to perform any services under this Contract shall be AABB certified and shall provide services in accordance with Mississippi statutes and other applicable laws.

2.3.4.2 DNA Collection

Contractor has at least five (5) years of experience collecting or arranging for the collection of DNA samples by buccal swab. MDHS prefers that the Contractor have experience collecting from individuals who are:

2.3.4.2.1 In correctional facilities in Mississippi or other locations/organizations as designated by MDHS; and

2.3.4.2.2 Located outside the state of Mississippi but within the United States or Puerto Rico when Mississippi proceeds with long-arm jurisdiction.

Any sub-contractor(s) that proposes to perform services under this Contract shall have three (3) years of experience collecting or arranging for the collection of DNA samples by buccal swab.

2.4 DNA Testing

2.4.1 Quality Control

The Contractor shall maintain written laboratory procedures for testing and partial retesting DNA samples in accordance with AABB standards to prevent errors and the release of erroneous test results to MDHS, and, it shall make its procedures available to MDHS upon request.

At the inception of the Contract and each calendar year thereafter, the Contractor shall email to MDHS a summary of its procedures for processing and inspecting test results prior to release from the laboratory.

2.4.2 Retention and Destruction of DNA Samples

The Contractor's testing laboratory must follow the AABB retention and destruction of DNA sample guidelines and maintain MDHS's collected DNA partial and completed samples for a minimum of five (5) years, along with related inventory records.

2.4.3 DNA Tests

2.4.3.1 The Contractor shall send all parties a copy of the report by first class mail and provide MDHS with proof of notice to the parties.

2.4.3.2 A summary of the test results must be available on the Contractor's own secure web site for MDHS and its designated Vendor to view. Genetic test results obtained by fax will not be considered timely for payment purposes.

2.4.3.3 Unless otherwise specified, the Contractor shall perform DNA paternity tests at a certainty level of at least 99.99%, or in accordance with AABB testing standards and methodologies for parentage testing.

2.4.3.4 The Contractor must receive and document express written permission from MDHS or its designated Vendor before cross matching DNA samples (i.e. using a DNA sample for analysis that is in the Contractor's possession but was collected for use in a different case).

2.4.3.5 For approved motherless cases, the Contractor shall contact MDHS or its designated Vendor by email for approval to proceed with testing.

2.4.3.6 The Contractor shall promptly email MDHS or its designated Vendor no later than the next business day if it becomes necessary to perform extended testing that will exceed contracted test turnaround time. All explanations shall be sent by email, and will specify the additional number of calendar days needed to deliver the test results along with the reason the extra time is needed.

2.4.3.7 The Contractor shall maintain AABB accreditation as a parentage testing laboratory during the term of this Contract. Should the Contractor lose such accreditation during the term of the Contract, the Contractor shall notify MDHS immediately, and the Contract may be terminated at MDHS's sole discretion.

2.4.3.8 The Contractor will ensure that all genetic tests are completed in their entirety, whether or not posting of the final test results meets the required Contract turnaround time for payment.

2.4.3.9 Incorrect test results pertaining to a genetic testing case (i.e., a result based on inadvertent use by the lab of the wrong DNA sample) must be reported to MDHS or its designated Vendor by the Contractor by email and phone no later than the next business day after the date when the Contractor first becomes aware of the mistake.

2.4.3.10 If the Contractor releases erroneous test results to MDHS or its designated Vendor, the Contractor will be solely liable for the costs associated with retesting and re-collecting DNA samples.

2.4.3.11 Release by the Contractor of more than three (3) erroneous test results based on a quality control procedural error or other error committed by the Contractor within a one (1) calendar year period as it relates to MDHS cases may result in termination of the Contract by MDHS.

2.4.3.12 The Contractor may utilize and/or incorporate any AABB approved technological or scientific improvements in genetic testing. Any significant advances in technology or process that are adopted by the Contractor shall be reported in advance to MDHS by email before implementation.

2.4.4 Paternity Test Results

2.4.4.1 The Contractor shall produce a certified report and affidavit for each genetic test that complies with Section 93-9-23 Mississippi Code of 1972, as amended. Each report must contain at a minimum:

2.4.4.1.1 Tester's name, title, telephone number and qualifications beyond the indications of professional titles and experience,

2.4.4.1.2 Donor(s) name(s)

2.4.4.1.3 MDHS case number, court/administrative case number(s), and/or Authorization number

2.4.4.1.4 Type of genetic test(s) performed, and date(s) samples were collected

2.4.4.1.5 Probability of parentage

2.4.4.1.6 Conclusions

2.4.4.1.7 Donor's clearly viewable photograph, thumbprint, and last four digits of his or her SSN

2.4.4.1.8 Verified documentation by the Contractor of the type of identification presented, notarized if appropriate and necessary.

2.4.4.1.9 Verified documentation of the chain of custody,

2.4.4.1.10 The method by which the mother, child, and alleged father were identified when the samples were obtained,

2.4.4.1.11 Combined paternity index.

2.4.4.2 The Contractor shall provide via its secure web site, and by hard copy, certified test results to individual(s) or Vendors designated by MDHS.

2.4.4.3 The Contractor shall ensure that all genetic test reports released by the Contractor are at least 99.99% accurate in their reporting of inclusionary or exclusionary test results, or be in accordance with AABB testing standards and methodologies for parentage testing.

2.4.4.4 At no additional cost to MDHS, the Contractor shall provide an original test report (with a clearly visible photograph and thumbprint of noncustodial parent) to another government agency as directed by MDHS along with a copy of the original test report to MDHS. The Contractor shall release and provide genetic test reports to initiating states after approval and notification by MDHS to the Contractor.

2.4.4.5 In the event the original test results were sent but never received by MDHS or its designated Vendor, the Contractor is required to provide replacement, certified copies of the original test report at no cost to MDHS.

2.4.5 Test Turnaround Time

2.4.5.1 The DNA test turnaround time is fourteen (14) calendar days or less, from the date the last DNA sample was received by the Contractor to the date MDHS or its designated Vendor receives the certified hard-copy test results.

2.4.5.2 Failure of the Contractor to maintain an average DNA test turnaround time of fourteen (14) calendar days or less during any calendar quarter may require, at the discretion of MDHS, a proposed "Corrective Action Plan" submitted, in a MDHS approved format, by the Contractor to MDHS for review and approval that would rectify the problem.

2.4.5.3 The Contractor is expected to maintain an average DNA test turnaround time within the standard in all instances, including periods of delay attributed to postal difficulties, unless by severe acts of nature or war.

2.4.5.4 If more than thirty (30) DNA test results in a calendar quarter do not meet the DNA test turnaround time requirement, MDHS may request a "Corrective Action Plan" from the Contractor, unless the Contractor emailed MDHS in advance, requesting an extension of time, and thereafter received approval.

2.4.5.5 Requests for extensions of DNA test turnaround time shall be e-mailed by the Contractor no less than one (1) business day, in advance of the fourteen (14) calendar day turnaround time to MDHS or its designated Vendor. MDHS or its designated Vendor shall thereafter promptly respond by email to the Contractor to its request for an extension of time. Extension time approvals from MDHS and its designated Vendor must be included with monthly invoicing documentation provided by the Contractor to MDHS to enable payment for exceptions. If not provided, any billed item that exceeds the required fourteen (14) day DNA test turnaround time will not be paid.

2.4.6 Testimony and Advice

2.4.6.1 The Contractor must provide a "subject matter consultant" upon request and at no additional cost to MDHS and its vendor for testimony and consultation.

2.4.6.2 At MDHS or its designated Vendor's request, the Contractor shall provide within the time frame required by MDHS, a qualified person(s) to appear telephonically at a deposition, or at a hearing in court or an administrative hearing, to provide testimony as a subject matter witness(es) at no additional cost to MDHS. The method of appearance shall be determined by MDHS.

2.4.6.3 The Contractor shall provide written and/or telephonic consultation to MDHS and/or the Attorney representing MDHS, and/or a judge upon request by MDHS at no additional cost to MDHS.

2.4.6.4 The Contractor shall provide documentation and consultation of specific case events upon request by MDHS at no additional cost to MDHS.

2.4.7 Chain of Custody Forms and Shipping Mailers

2.4.7.1 The Contractor shall provide to MDHS or its designated Vendor an adequate supply of Chain of Custody (COC) forms, along with related pre-paid shipment mailers in which to transport the forms and DNA samples. The Contractor will utilize one or more reliable shipping companies for its mailers to its laboratory (e.g.: Federal Express, United Parcel Service, U.S. Postal Service Express Mail).

2.4.8 DNA Sample Collection Kits

2.4.8.1 The Contractor shall provide a timely and adequate supply of DNA buccal swab sample collection kits along with chain of custody forms and pre-paid mailers to each MDHS sample collection site as designated, determined, and requested by MDHS in advance. There are currently twenty-five (25) MDHS service sites. If the number increases, sufficient kits must be supplied to the additional sites at no additional cost to MDHS.

2.4.9 Communication Limitations and Public Information Requests

2.4.9.1 The Contractor and any of its subcontractors will have no communication with the mother, child, the alleged father, their family, or their attorney, about genetic testing results except under court order or when otherwise specifically directed to do so by MDHS (e.g., during depositions or in court).

2.4.9.2 All inquiries from the mother, child, the alleged father, their family, or their attorney will be directed by the Contractor to the local MDHS/vendor service center handling the case.

2.4.9.3 The Contractor must notify MDHS by email within one (1) business day of receiving an inquiry from a governmental official and/or media regarding cases in which MDHS is involved. MDHS must approve and coordinate any response to governmental officials and/or the media.

2.4.9.4 The Contractor must report to MDHS, in writing by email, within one (1) business day of discovering any problem or unusual incident that arises regarding any DNA test conducted by the Contractor that could adversely affect MDHS or MDHS's effort to establish paternity.

2.4.10 Contractor Procedures

2.4.10.1 The Contractor will provide its buccal swab collection and chain of custody operating procedures and any associated training materials to MDHS, and staff of its designated Vendor, upon request after the start of the Contract, in an acceptable electronic format such as Microsoft Word, Power Point, Excel, video conferencing (WebEx), teleconferencing, and/or computer based training.

2.4.10.2 The Contractor shall provide its operating procedures to MDHS at no additional cost, which includes but is not limited to, the following:

2.4.10.2.1 Proper and efficient DNA buccal swab collection procedures.

2.4.10.2.2 Completing the Contractor's DNA sample chain of custody forms.

2.4.10.2.3 Proper handing and mailing of the DNA samples and chain of custody forms.

2.4.10.3 Further, the Contractor will make its knowledgeable staff available to review its procedures and any associated and subsequent updates, with MDHS's staff, after the materials are delivered. Subsequent updates will be provided promptly to MDHS as well as other designated Vendors by appropriate means, such as Word, Excel, Power Point, video conferencing (WebEx), teleconferencing, and/or computer web-based training at no additional cost to MDHS.

2.4.10.4 The Contractor will provide the name(s), email address(es), and phone number(s) of the person(s) in their organization that can be contacted by MDHS, or its Vendor staff, for training questions, and advice on an "as-needed basis."

2.4.11 Performance Reports

2.4.11.1 Report formats in Microsoft Excel shall be determined by MDHS and provided to the Contractor. Reports will include but may not be limited to Contractor monthly and quarterly performance.

2.4.11.2 The Contractor shall submit electronically to MDHS a statewide performance "Monthly Performance Report" broken out by all Mississippi counties and branches, as well as by individual MDHS Regions and test dates. The "Monthly Performance Report" is attached and incorporated herein by reference as Exhibits 1 and 2

2.4.11.3 The Monthly Performance Report shall be emailed to MDHS by emailing the IV-D Director by the 15th of each month for all work performed in the previous calendar month per IV-D Director's instructions.

2.4.11.4 At a minimum, the Monthly Performance Report shall include the Contractor performance as it relates to each Performance Accountability Measure (PAM) and related Standard along with the number of DNA tests ordered by MDHS; the number of DNA completed tests performed; the average turnaround time for performance; the numbers of partial cases closed and pending; the number of cases in which exclusion was obtained; and the number of re-test requests.

2.4.11.5 Contractor shall email to MDHS, a "Quarterly Operational Effectiveness Report" within fifteen (15) calendar days after the end of each calendar quarter to explain quarterly performance in relation to this Contract. This quarterly report will be emailed to the IV-D Director and detail specific methods for reaching and maintaining each Performance Accountability Measure and Standard, and it will explain how effectiveness is measured. After the first calendar quarter of the Contract term, each quarterly report will include a recap of the previous quarter's results. The quarterly report shall be reviewed and evaluated by MDHS relative to performance. The "Quarterly Operational Effectiveness Report" is attached and incorporated herein by reference as Exhibits 3 and 4.

2.4.11.6 The Contractor shall maintain information and data electronically and make available for MDHS review, a daily list in an approved MDHS format of the individual DNA sample names with associated unique identifying number(s) that it has received from MDHS, and it shall also electronically maintain information on the statuses of DNA tests throughout the term of this Contract.

2.4.11.7 Documentation shall be maintained throughout the term of the contract by the Contractor to evidence the completion of the tasks required by this Contract.

2.4.11.8 Upon advance request, the Contractor must provide ad hoc reports to MDHS electronically as determined by MDHS. Reports requested may include genetic test reports in PDF or ad hoc status or performance reports in a format approved by MDHS.

2.4.11.9 The Contractor shall provide periodic data files to MDHS as specified and required in the hereby attached and incorporated Exhibit 5 entitled, "Technical Requirements for Periodic Data Files".

2.4.12 Customer Service

2.4.12.1 The Contractor shall provide its secure Internet web site, passwords, and email addresses for MDHS or its designated Vendor to use.

2.4.12.2 The Contractor shall participate in teleconference calls with MDHS and Vendor staff as requested by MDHS and Vendor.

2.4.12.3 The Contractor shall respond to MDHS and Vendor inquiries by the next business day.

2.4.13 Performance Accountability Measures (PAMS)

The Contractor is responsible for meeting the PAMS and related Standards listed below. If the Contractor does not meet a PAM and its Standard, MDHS may request that a "Corrective Action Plan" (CAP) be submitted by the Contractor when its performance falls below the Standard of a PAM.

PAM#1: TEST TURNAROUND TIME

MEASURE: DNA test results provided in hard copy to MDHS must be received within fourteen (14) calendar days on average each calendar quarter from the date the DNA sample in a case was received by the Contractor (referred to as test turnaround time).

STANDARD: Fewer than thirty (30) test results not received within fourteen (14) calendar days per quarter.

NOTE: Exception to this Standard may occur in instances when the Contractor e-mails MDHS or its designated Vendor in advance of the fourteen (14) day turnaround time limit with an explanation, and a request for extension of time to complete the test. In such instances MDHS or its designated Vendor will make the determination for an extension. Related documentation must be

included with the Contractor's monthly billing to substantiate payment, and summaries must be captured in its "Monthly Report" and "Quarterly Operational Effectiveness Report" to MDHS.

PAM#2: ERRONEOUS TEST RESULTS

MEASURE: The number of erroneous test results released by the Contractor within each calendar year and reported by email and phone by the close of the next business day after discovery to MDHS.

STANDARD: No more than one (1) erroneous test result per calendar year.

2.4.14 Transition Cases

2.4.14.1 Transition cases are those in which DNA samples have been collected and/or tested and delivered to the Contractor as related to cases by MDHS's previous Contractor. The Contractor shall accept, store, and utilize all viable test results, reports, and DNA test samples provided by the previous Contractor. The Contractor must cooperate timely and efficiently with the previous Contractor in the transition of any tests in process, previous tests and safeguards associated documentation, such that it does not negatively impact MDHS.

2.4.14.2 The Contractor shall submit a transition plan to MDHS within a minimum of thirty (30) business days prior to termination of this Contract, or the Contractor's reassignment of the Contract to a successor Contractor. The plan must provide provisions for transitioning all partial DNA samples and/or test results to a subsequent Contractor in the event the Contractor does not continue as MDHS's Contractor.

2.4.14.2.1 The Transition Plan shall provide detailed steps for an orderly, efficient, and controlled transition of the samples to a successor Contractor. There shall be no cost associated with the plan or the transition to either MDHS or the successor Contractor.

2.4.14.2.2 Upon termination or expiration of the Contract, the Contractor shall assist MDHS in making an orderly, effective, and controlled transition to a subsequent vendor or entity. Failure to cooperate with MDHS in making an orderly, effective, and controlled transition may result in non-payment of outstanding invoices.

2.4.15 Corrective Action Plan

2.4.15.1 Using this Contract as the basis, MDHS is authorized to identify deficiencies with the Contractor's performance and request a proposed Corrective Action Plan (CAP) to correct the deficiencies.

2.4.15.2 The proposed CAP is due within ten (10) business days of the date of any hard-copy or e-mail letter from MDHS, which identifies a deficiency or deficiencies and requests a CAP.

2.4.15.3 MDHS shall notify the Contractor within ten (10) business days of the receipt of a CAP as to the acceptability of the plan and will allow ten (10) business days for the

Contractor to submit a clarification or revision if the plan is deemed unacceptable to MDHS.

2.4.15.4 Upon MDHS's acceptance of the CAP, the Contractor shall have up to thirty (30) calendar days or a time period mutually agreed upon by MDHS and the Contractor to successfully implement and complete the agreed upon CAP to rectify the problem(s). Failure to respond to a request for corrective action, or failure to meet a CAP may result in termination of the Contract within thirty (30) calendar days unless MDHS deems it necessary to terminate the Contract immediately.

2.4.15.5 MDHS reserves the right to exercise other remedies, including but not limited to, using other genetic testing Contractors during and after any Corrective Action Plan action.

2.4.16 Invoicing Procedures

2.4.16.1 The Contractor will be paid for each individual DNA test that results in a final test confirming or excluding paternity.

Requests for extensions of DNA test turnaround time shall be e-mailed by the Contractor no less than one (1) business day, in advance of the fourteen (14) calendar day turnaround time to MDHS or its designated Vendor.

MDHS or its designated Vendor shall thereafter promptly respond by email to the Contractor to its request for an extension of time. Extension of time approvals from MDHS or its designated Vendor must be included with monthly invoicing documentation provided by the Contractor to MDHS to enable payment for exceptions. If not provided, any billed item that exceeds the required fourteen (14) day DNA test turnaround time will not be paid.

2.4.16.2 The Contractor shall email a complete and accurate monthly invoice to MDHS on a monthly basis.

2.4.16.3 MDHS shall pay only for timely and accurate performance results that meet the requirements of this contract. The Contractor will be paid by authorization numbers or other unique numbers provided by MDHS that are assigned to parties in DNA test cases and are included in the monthly billings.

Note: If the turnaround time for providing completed genetic test results to MDHS exceeds fourteen (14) calendar days after receipt of the DNA sample by the laboratory, MDHS shall not be charged for testing unless the Contractor notifies MDHS or its designated Vendor in advance by email of extenuating circumstances and justifying reasons that will cause a delay in submitting the results. In such instances MDHS will make the final determination for payment or non-payment.

2.4.16.4 The Contractor shall email its monthly invoice by the 10th of each subsequent month unless it needs additional time and thereby notifies MDHS in advance by email of extenuating circumstances with justifying reasons that will cause a delay in submitting its monthly invoice.

2.4.16.5 The Contractor's invoices shall include DNA test cases. Upon notice from MDHS or its designated Vendor that paternity has been established or that a DNA paternity

test is no longer needed, the Contractor shall terminate the DNA testing process for that case. MDHS will not compensate the Contractor for tests that are completed after notice is given by MDHS or its designated Vendor to terminate testing.

2.4.16.6 The Contractor shall not submit, and MDHS will not pay, for the following:

2.4.16.6.1 Untimely billed items contrary to this Contract requirement.

2.4.16.6.2 Work performed in a prior Contract year (except for invoices for work performed in June that are submitted in July).

2.4.16.6.3 Work that is incomplete and/or inaccurate.

2.4.16.6.4 Mishandled, lost, and/or damaged work.

2.4.16.6.5 Genetic tests requiring retesting of DNA samples related to the release of erroneous genetic test result information by the Contractor.

2.4.16.7 All invoices must be billed to MDHS under the Contractor's name.

2.4.16.8 For each person to be collected and tested in association with a MDHS case, a tracking number will be assigned by MDHS containing at least one (1) unique number such as an "Authorization Number", "Case Number", or "Business Partner Number" provided by MDHS to the Contractor.

2.4.16.9 The Contractor's monthly invoice shall include at a minimum the following:

2.4.16.9.1 IV-D Case Number

2.4.16.9.2 Contractor Identifying number

2.4.16.9.3 Client's Name

2.4.16.9.4 Child(ren)'s Name

2.4.16.9.5 Noncustodial Parent's Name

2.4.16.9.6 Test Performed

2.4.16.9.7 Charge per test

2.4.16.9.8 Date sample obtained

2.4.16.9.9 County

2.4.16.9.10 Any additional information required by MDHS.

2.4.16.10 MDHS shall review each monthly invoice along with supporting documentation. If necessary, MDHS shall email an initial "denial" report to the Contractor outlining discrepancies contained in any monthly invoice and supporting documentation.

2.4.16.11 Within thirty (30) calendar days of the date of the denial report, the Contractor may refute the denial report findings and submit rebuttal documentation to substantiate the earning of payment to MDHS. Thereafter, if any invoice discrepancies remain, MDHS along with the Contractor shall make diligent efforts to resolve the discrepancies within a thirty (30) calendar day period after MDHS's review of the Contractor's rebuttal.

2.5 DNA Collection

2.5.1 DNA Sample Collection

2.5.1.1 The Contractor shall use buccal swab sampling as the primary and normal collection method for MDHS, unless a more efficient DNA sample collection method emerges that is supported or endorsed by the AABB.

2.5.1.2 The Contractor shall provide DNA collection and chain of custody training, for each of its DNA collectors.

2.5.1.3 The Contractor shall use only competent and trained DNA sample collectors to perform sample collection for MDHS.

2.5.1.4 The Contractor shall maintain, for the duration of this Contract, related DNA collector and collection training records for MDHS's review.

2.5.1.5 The Contractor shall maintain and shall provide to MDHS upon request, the full names, mailing addresses, phone numbers, and email addresses of all sample collectors that have performed work for MDHS.

2.5.1.6 The Contractor shall ensure that its sample collectors maintain a professional appearance, courteous demeanor, and wear an appropriate and easily visible identification badge at all times while at collection sites.

2.5.1.7 The Contractor shall hold its sample collectors and subcontractors to the same level of performance as required by MDHS of the Contractor.

2.5.1.8 The Contractor and/or its sample collectors may be used as subject matter consultants upon request by MDHS, at no additional cost to MDHS. This requirement includes testimony in court and/or for depositions, as and when determined by MDHS

2.5.1.9 If a sample collector is not allowed access to a correctional facility, advance arrangements shall be made by the Contractor to provide the facility with the necessary sample collection kit, collection instructions, and chain of custody forms so the collection can be completed, and the sample shipped.

2.5.1.10 The Contractor shall enter notes in its web site and email MDHS or its designated Vendor within seven (7) calendar days of MDHS's request for DNA collection when it is unable to arrange a sample collection with a correctional facility or other MDHS designated organization. The notes and email must state the reasons for its inability to arrange for the sample collection.

2.5.1.11 When a sample is collected, the Contractor, correctional facility official, or official of the MDHS designated organization must obtain at that time a clearly visible photograph of the person whose sample is being collected or make a copy of the person's picture identification.

2.5.1.12 The Contractor, correctional facility official, or official of the MDHS- designated organization also must obtain the person's thumbprint and ensure that proper chain-of-custody forms are used and mailed promptly after collection.

2.5.1.13 Leaving a collection site before DNA collection work is completed by the Contractor or Contractor's representative is unacceptable. MDHS will not pay for any DNA collections that must be rescheduled as a result of the sample collector leaving the collection site before the scheduled DNA collection work is completed.

2.5.2 Communication Limitations and Public Information Requests

The provisions of Section 2.4.9 shall apply to any subcontractors used by Contractor for DNA collection.

2.5.3 Testimony and Advice

If matters concerning sample collection are contested in an adversarial proceeding and the sample was collected by the Contractor, the Contractor will ensure that the sample collector is made available to provide testimony under oath.

2.5.4 Identification and Customer Service

2.4.4.1 The Contractor, at the time of the DNA sample collection, shall ensure that each person from whom a sample is to be obtained has proper identification.

2.5.4.2 The person submitting to the DNA sample collection must be asked to present to the Contractor's sample collector an unexpired form of identification which bears a clearly visible photograph, or other form of acceptable identification, issued containing a serial or other identifying number, as authorized by law. In correctional facilities the identification may be presented by a correctional facility official.

2.5.4.3 The following are acceptable forms of unexpired identification:

2.5.4.3.1 A valid inmate identification card from correctional facilities;

2.5.4.3.2 A sworn written statement from a sworn law enforcement officer at the time of DNA sample collection that the forms of identification for an inmate in an institution of confinement were confiscated upon confinement and are unavailable, and that the person named in the document is the person whose signature is to be notarized;

2.5.4.3.3 An identification card issued by the United States Bureau of Citizenship and Immigration Services;

2.5.4.3.4 A Mississippi identification card or driver's license issued by the Mississippi Department of Public Safety;

2.5.4.3.5 A driver's license or an identification card issued by a public agency authorized to issue driver's licenses

2.5.4.3.6 An identification card issued by any branch of the armed forces of the United States.

2.5.4.4 The Contractor's sample collectors are responsible for making sure that adults sign the bottom of their photos after being taken by the Contractor's sample collector, correctional facility official, or official of the MDHS designated organization and legibly write their social security number on the photos.

2.5.4.5 The Contractor's sample collectors are responsible for providing and maintaining adequate photographic supplies, and use of a cell phone camera shall only be permitted as an exception as a last resort.

2.5.4.6 The type of identification provided and any number assigned to the identification, such as a driver license number or voter registration number, must be included on the chain-of-custody report form.

2.5.4.7 Each person that submits a DNA sample must also have a thumbprint made and included with the sample submission, along with a clearly visible photograph.

2.5.4.8 If proper identification is not provided, the Contractor's sample collector, correctional facility official, or official of the MDHS designated organization shall not draw a DNA sample. He or she will immediately attempt to reschedule the DNA collection and provide a CSE toll free phone number to the correctional facility official or official of the MDHS designated organization.

2.5.4.9 Within twenty-four (24) hours after scheduled sample collections, the Contractor shall inform MDHS or its designated Vendor through email and on its secure website, of the following:

2.5.4.9.1 Names of individuals who provided DNA samples;

2.5.4.9.2 Names of individuals who were not collected; and

2.5.4.9.3 Names of those who appeared but refused DNA collection, along with the reasons.

2.5.4.10 Should a party require a re-collection of DNA or a reschedule to draw DNA, the Contractor shall email MDHS or its designated Vendor within five (5) business days from the last scheduled DNA collection date, along with an explanation stating the reason. The Contractor shall also include in the explanation the anticipated new collection completion date.

2.5.4.11 The Contractor shall absorb costs for any re-collecting of samples due to an insufficient collection by the sample collectors, delivery of unsealed kits to the testing facility or when directed by MDHS. There shall be no additional cost to MDHS for the recollection of that sample, unless for reasons beyond the Contractor's control and at no fault of the Contractor.

2.5.4.12 The Contractor shall ensure that the sample collector has all necessary DNA collection supplies (i.e., chain of custody kits and mailers, swabs, tape, gloves, camera, film, staples, etc.) necessary to complete the collection, including the identification, preparation, preservation and transportation of DNA samples to be processed.

2.5.4.13 The Contractor shall ensure that routine procedures are in place to handle the disposal of all medical waste and collection trash in a safe, legal, and orderly manner, and continually ensure that disposal is in accordance with such procedures.

2.5.4.14 The Contractor will ensure that its sample collector(s) are present timely at scheduled appointments, and it shall have an emergency back-up DNA collector(s) available for the same scheduled days and times, with sufficient sample collection time allowed in order to ensure that all individuals are collected on the days scheduled.

2.5.4.15 The Contractor is responsible to ensure that its DNA sample collectors assigned to perform collections in correctional facilities or other MDHS designated organizations appear at least fifteen (15) minutes prior to the first scheduled collection. The sample collectors are also required to remain at least fifteen (15) minutes after the last scheduled appointment to ensure all persons who appear are sampled and the area is clean, unless the sample collections are handled by correctional facility staff or staff of the MDHS designated organization who are responsible for clean-up according to facility policy.

2.5.4.16 The Contractor shall treat all individuals in correctional facilities or other MDHS designated organizations professionally and with respect.

2.5.4.17 If a Contractor's sample collector designated to appear at a correctional facility or other MDHS designated organization for sample collection fails to appear without providing MDHS or its designated Vendor with 24-hour advance notification by email and phone, and no qualified and prepared replacement is provided, MDHS shall not pay the Contractor for those DNA collections that may be obtained later as a result.

2.5.4.18 The Contractor shall ensure that its sample collectors do not leave the location where samples are being collected for any reason without first securing all samples, paper work, and lab supplies from possible theft, loss, or compromise.

2.5.4.19 The Contractor shall be responsible for scheduling a second appointment with MDHS approval or approval by MDHS's designated Vendor in cases when the first appointment was missed. In addition, the Contractor shall provide a weekly "NO SHOW – SECOND NO SHOW" list that includes names, dates, and associated MDHS numbers to MDHS service centers that need this information.

2.5.5 Transportation of DNA Samples

2.5.5.1 The Contractor shall provide and maintain a reliable and legible legal chain of custody process beginning with the collection of the sample and continuing through the time of completion of the test.

2.5.5.2 The Contractor is responsible for maintaining the security of all DNA samples, information, and records, including but not limited to while in vehicles and in any building.

2.5.6 Performance Accountability Measures for DNA Collection

The Contractor is responsible for meeting the PAMS and related standards listed below. If the Contractor does not meet a PAM and its Standard, MDHS may request that a “Corrective Action Plan” (CAP) be submitted by the Contractor when its performance falls below the Standard of a PAM.

PAM #1: No-Show / Refusal Notifications Not Reported

MEASURE: Number* of Contractor notifications not reported by e-mail to MDHS or its designated Vendor by the close of the next business day after non-appearances or refusals of persons scheduled to be collected.

*NOTE- The number must be documented in the Contractor’s “Monthly Report” and “Quarterly Operational Effectiveness Report” to MDHS.

STANDARD: Zero (0).

PAM #2: DNA Collection Turnaround Time

MEASURE: The Contractor shall coordinate with correctional facilities or other MDHS designated organizations such that DNA samples are obtained from individuals in the particular facility or organization and mailed within fourteen (14)-calendar days of contact with the facility or organization, as documented on the Contractor’s secure web site and through MDHS’s computer system. Exception requests to the fourteen (14) calendar day requirement must be emailed in advance by the Contractor to MDHS or its designated Vendor.

STANDARD: Fewer than ten (10) in excess of fourteen (14) calendar days of MDHS request during a calendar quarter.

PAM #3: DNA Collection Notification to MDHS

MEASURE: The Contractor shall enter notes in its web site as well as email MDHS or its designated Vendor within seven (7) calendar days of MDHS’s request for DNA collection when it cannot coordinate a sample collection with a correctional facility or MDHS designated organization, and it shall therein provide the reasons for being unable to coordinate the sample collection.

STANDARD: 100%

2.5.7 Performance Reports

2.5.7.1 Report formats shall be determined by MDHS and provided electronically to the Contractor. Reports include, but are not limited to, Contractor monthly and quarterly performance.

2.5.7.2 The Contractor shall email in a format approved by MDHS by the 15th of each month, a statewide "Monthly Performance Report" that provides performance numbers and percentages, which are broken out by all Mississippi counties where DNA collections were made.

2.5.7.3 The Monthly Performance Report shall include a comparative summary of work performed in the previous calendar month.

2.5.7.4 The Monthly Performance Report shall include the Contractor's activity performance as it relates to each Performance Accountability Measure (PAM) and related Standard, along with the following information:

2.5.7.4.1 Number of DNA collections ordered by MDHS;

2.5.7.4.2 Number of DNA collections performed;

2.5.7.4.3 Average turnaround time for performance; and

2.5.7.4.4 Number of recollection requests.

2.5.7.5 Upon advance request, the Contractor must provide ad hoc reports to MDHS electronically as determined by MDHS. Reports requested may include genetic test reports in PDF or ad hoc status or performance reports in a format approved by MDHS.

2.5.7.6 Documentation shall be maintained throughout the term of the Contract by the Contractor to evidence the completion of the tasks required by this Contract

2.5.8 Secure Web Site

2.5.8.1 The Contractor is responsible for providing an on-line secure website continuously accessible to MDHS and its designated Vendor, except for periods of system repair and maintenance. DNA sample collection statuses, along with other performance information requested by MDHS, in advance, shall be available on this website.

2.5.8.2 Electronic reporting, through use of a secure web site with passwords, encryption, mail, or other secure means, shall be provided and used to the extent that the security and confidentiality of data and information (such as names, addresses, social security numbers, thumb prints, photos) is not, or cannot be, compromised or breached.

2.5.8.3 The Contractor must electronically scan documents such as collection activity reports into PDF format as determined by MDHS and make them readily available through its secure Internet web site to MDHS and its designated Vendor as needed and upon request.

2.5.8.4 The Contractor's web site must be capable of electronic uploads and downloads of documents (e.g., PDF and Microsoft Word files) and data (e.g., Excel spreadsheets).

2.5.8.5 The receipt date and time of all DNA collection requests received by email and otherwise from MDHS and its designated Vendor must be captured and available on the Contractor's secure web site.

2.5.8.6 The Contractor's secure website must contain the capability to record notes in a Notes Field by Contractor and MDHS staff or MDHS' Vendor staff for each MDHS case and individual.

2.5.8.7 The Contractor must, upon advance request from MDHS, provide reports of performance and pending collection information contained on the website that includes a status for all MDHS cases and individuals. MDHS shall also be able to electronically create performance, activity, and status reports from data contained in the Contractor's secure web site.

2.5.8.8 The Contractor must be able to transmit data to MDHS or its designated Vendor electronically using Secure File Transfer Protocol (SFTP) or SSH using Secure Copy Protocol (SCP) or another protocol approved by MDHS. This requirement shall be met within fourteen (14) calendar days of the contract start date.

2.5.8.9 The Contractor shall enter into its secure website the unique numbers provided by MDHS as well as MDHS's DNA collection request information including the individual names, the times and days the collection requests were received, and times and days that DNA was collected, individual "show" and "no-show" results from scheduled collections, and the days the DNA samples were mailed to the Contractor's laboratory.

2.5.9 Customer Service

2.5.9.1 The Contractor shall provide its secure Internet web site, passwords, and Email addresses for MDHS use and use by MDHS' designated Vendor.

2.5.9.2 The Contractor shall participate in DNA collection teleconference calls with the MDHS as requested by MDHS or its designated Vendor.

2.5.9.3 The Contractor shall respond to MDHS inquiries and inquiries by MDHS's designated Vendor by the next business day.

2.5.10 Transition Cases

2.5.10.1 Upon termination or expiration of the Contract, the Contractor shall assist MDHS in making an orderly, effective, and controlled transition to a subsequent vendor or entity. Failure to cooperate with MDHS in making an orderly, effective, and controlled transition may result in non-payment of outstanding invoices. There shall be no cost associated with the plan or the transition to either MDHS or the successor Contractor.

2.5.11 Corrective Action Plan

2.5.11.1 Using this Contract as the basis, MDHS is authorized to identify deficiencies with the Contractor's performance and request a proposed Corrective Action Plan (CAP) to correct the deficiencies.

2.5.11.2 The proposed Corrective Action Plan is due within ten (10) business days of the date an e-mail letter from MDHS, which identifies a deficiency and requests a CAP.

2.5.11.3 MDHS shall notify the Contractor within ten (10) business days of the receipt of a CAP as to the acceptability of the plan and will allow ten (10) business days for the Contractor to submit a clarification or revision if the plan is deemed unacceptable to MDHS.

2.5.11.4 Upon MDHS's acceptance of the CAP, the Contractor shall have up to thirty (30) calendar days or a time period mutually agreed upon by MDHS and the Contractor to successfully complete and implement the agreed upon CAP to rectify the problem(s).

2.5.11.5 Failure to respond to a request for corrective action, or failure to meet a CAP may result in termination of the Contract within thirty (30) calendar days unless MDHS deems the necessity to terminate the Contract immediately.

2.5.11.6 MDHS reserves the right to exercise other remedies, including but not limited to, using other genetic testing Contractors during and after any Corrective Action Plan.

2.5.12 Invoicing Procedures

2.5.12.1 The Contractor will be paid for each completed and billed buccal swab collection that is accompanied by a completed chain of custody form, mailed timely to the appropriate location, and documented on the Contractor's secure website.

2.5.12.2 The Contractor shall email its complete and accurate monthly invoice to MDHS on a monthly basis.

2.5.12.3 MDHS shall pay only for timely and accurate performance results that meet the requirements of this Contract.

2.5.12.4 Upon notice from MDHS or its designated Vendor that paternity has been conceded, or notified otherwise, the Contractor shall cease with a scheduled sample collection. In such instance(s) the Contractor shall take no further collection action, and will be paid for its performance if any has been provided.

2.5.12.5 The Contractor shall email its monthly invoice by the 10th of each subsequent month unless it needs additional time and thereby notifies MDHS in advance by email of extenuating circumstances with justifying reasons that will cause a delay in submitting its monthly invoice.

2.5.12.6 The Contractor shall not submit, and MDHS will not pay for the following:

2.5.12.6.1 Untimely billed items contrary to Contract requirement.

2.5.12.6.2 Work performed in a prior Contract term (except for June billings submitted in July).

2.5.12.6.3 Work that is incomplete and/or inaccurate.

2.5.12.6.4 Mishandled, lost, and/or damaged work.

2.5.12.7 All invoices must be billed to MDHS under the Contractor's name.

2.5.12.8 For each person to be collected in association with a MDHS case, a tracking number will be assigned containing at least one (1) unique number, such as an "Authorization Number", "case number", or "Business Partner Number" provided by MDHS to the Contractor.

2.5.12.9 The Contractor's monthly invoice shall include at a minimum the following:

2.5.12.9.1 IV-D Case Number

2.5.12.9.2 The date* the DNA samples were collected and date sample was mailed to the appropriate location and posted to the Contractor's secure web site for MDHS or its designated Vendor to view.

*Note: If the turnaround time for completing the DNA collection and shipping process exceeds fourteen (14) calendar days after receipt of the request from MDHS, MDHS shall not be charged for the collection, unless the Contractor notifies MDHS or its designated Vendor in advance by email of extenuating circumstances and justifying reasons that caused a delay in completing the collection. In such instances MDHS will make the final determination for payment or nonpayment.

2.5.12.9.3 Contractor Identifying Number

2.5.12.9.4 Client's Name

2.5.12.9.5 Child(ren)'s Name

2.5.12.9.6 Noncustodial Parent's Name

2.5.12.9.7 Test Performed

2.5.12.9.8 Charge per test

2.5.12.9.9 Date sample obtained

2.5.12.9.10 County

2.5.12.9.11 Result of the Test

2.5.12.9.12 Any additional information required by MDHS

2.5.12.11 MDHS shall review each monthly invoice along with substantiating documentation, and if necessary, it shall email an initial “denial” report to the Contractor for review concerning discrepancies contained in any monthly invoice and substantiating documentation.

2.5.12.12 Within thirty (30) calendar days thereafter, the Contractor may refute the denial report findings and submit rebuttal documentation to substantiate the earning of payment to MDHS. Thereafter, if any invoice discrepancies remain, MDHS along with the Contractor shall make diligent efforts to resolve the discrepancies within a thirty (30) calendar day period after MDHS’s review of the Contractor’s rebuttal.

2.5.12.13 Final invoices for payment of services must be received by MDHS within sixty (60) calendar days of performance and/or the termination date of the Contract. If the Contractor fails to comply with this provision, the Contractor may not be entitled to payment for those services at the determination of MDHS.

SECTION 3

3.1 Term

The anticipated term of the contract shall be for a period of four (4) years, beginning on January 1, 2024, and ending on December 31, 2027. The contract may be renewed at the discretion of MDHS upon written notice to Contractor at least thirty (30) days prior to the contract anniversary date for a period of one (1) one-year period under the same prices, terms, and conditions as in the original contract, and subject to approval by the PPRB. The total number of renewal years permitted shall not exceed one (1) or extend past December 31, 2028.

The renewal year is subject to the needs of MDHS, as well as the availability and appropriation of funds. The Chief Procurement Officer shall notify the contractor, on a timely basis, that funds are or are not available for the continuation of the contract for each succeeding fiscal period. The multi-term contract will be canceled if funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period succeeding the first; however, this does not affect either the State’s rights or the contractor’s rights under any termination clause in the contract.

Compensation for services will be in the form of a Fixed Price Contract with Price Adjustments. A unit price shall be given for each service for years one (1) through four (4) and the unit price for the optional one (1) year renewal.

3.2 Insurance

The successful bidder shall maintain at least the minimum level of workers’ compensation insurance, 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 and should consult with legal counsel regarding its obligations.

3.3 Bid Evaluation

Bids will be evaluated based on the requirements set forth in IFB No. 3160005922, which may include criteria to determine acceptability, such as, inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measured where possible. This IFB sets forth the evaluation criteria to be used. No criteria will be used in an evaluation that is not set forth in this IFB. Only bidders who are found responsive and responsible will have their bids considered.

3.4 Responsive Bidder

Bidder must submit bid which conforms in all material respects to this IFB No. 3160005922, as determined by MDHS.

3.5 Responsible Bidder

Bidder must have capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance, as determined by MDHS.

3.6 Minimum Qualifications to be Deemed Responsible

3.6.1 Bidder must have been in business and have provided DNA Genetic Testing Services similar in requirements and scale to those described in this IFB, for a minimum of two (2) years.

3.6.2 These minimum qualifications are in addition to a minimum score of six (6) on the Reference Score Sheet (**Attachment D**) from reference interview by MDHS staff with **two (2)** bidder references for a total minimum scoring requirement of twelve (12) points), as well as all other requirements of this IFB. (See **Attachment C & Attachment D**.)

3.7 Exceptions

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

3.8 Informalities & Irregularities

MDHS has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for MDHS to properly evaluate the bid, MDHS has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

3.9 Rejection of Bids

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. MDHS reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by MDHS of non-responsiveness based on the submission of nonconforming terms and conditions. Furthermore, if a bidder's price is substantially higher than those of other bidders, meaning those in excess of a twenty-five percent (25%) differential, the bidder's price will be deemed non-responsive.

3.10 Bid Withdrawals

If the price bid is substantially lower than those of other bidders, a mistake may have been made. A bidder may withdraw its bid from consideration if certain conditions are met:

- a. The bid is submitted in good faith.
- b. The price bid is substantially lower than those of other bidders because of a mistake
- c. The mistake is a clerical error, not an error of judgement.
- d. Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.
- e. To withdraw a bid that includes a clerical error after Bid Opening, the bidder must give notice in writing to MDHS of its claim of right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to MDHS, all original work papers, documents, and other materials used in the preparation of the bid.
- f. A bidder may also withdraw a bid, prior to the time set for the opening of bids, by simply making a request in writing to MDHS. No explanation is required.

3.11 Conditioning Bid Upon Other Awards

Any bid which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi Contract shall be deemed non-responsive, and not be acceptable.

3.12 Bid Submission Format

The bid package must be sealed and must contain the following:

- Bid Cover Sheet (**Attachment A**)
- Bid Form (**Attachment B**)
- References (**Attachment C**)
- Proprietary Form (**Attachment E**)
- Debarment Form (**Attachment F**)
- Other (as required within specifications)

3.13 References

Each bidder must furnish a listing of **at least** three (3) trade references along with the contact person, address, and phone number for each. These references must be familiar with the bidder's abilities in the areas involved with this solicitation. MDHS will use these references to determine the bidder's ability to perform the services. It is the responsibility of the bidder to ensure that the reference contact information is correct and current. Bidders should verify before submitting their bid that the contact person and phone number are correct for each reference. **MDHS staff must be able to reach two (2) references for a bidder within two (2) business days of bid opening to be considered responsive. Further, the bidder must score a minimum of six (6) points on each Reference Score Sheet which will be used by the MDHS staff when interviewing the two (2) references (for a total minimum scoring requirement of twelve (12) points) to be considered responsive and/or responsible. (See Section 3.6.2 and Attachments C and D.)** Only bidders who are found responsive and responsible will have their bids considered. The bidder may submit as many references as desired. MDHS will begin contacting references at the top of the list and will continue down the list until MDHS completes Reference Score Sheets for two (2) references.

3.14 Bid Opening

Bid opening will be open to the public; however, this will include opening, reading aloud, and listing the bid price on each bid only. No discussions will be entered into with any bidder as to the quality or provisions of the specifications and no award will be made, either stated or implied at the bid opening.

3.15 Award

The Contract will be awarded by written notice to the lowest responsible bidder whose bid meets the requirements and criteria set forth in this IFB on date specified as reflected in Section 1.1.1. Any bids received may be rejected in whole or in part when in the best interest of the State.

3.16 Notification

All participating bidders will be notified of MDHS' intent to award a contract. Notice of award is made available to the public which will identify the selected vendor. The winning bidder will be notified via e-mail of the award. Additionally, a letter will be sent to all bidders.

3.17 Contract Management

If Contractor fails to satisfactorily provide the prescribed service to all or any service area, MDHS will inform Contractor, and Contractor shall complete corrective action within twenty-four (24) hours. No payment shall be made to Contractor until all deficiencies have been corrected. If Contractor exhibits a pattern of non-performance as shown by repeated deficiencies, MDHS may terminate the Contract without further obligation to Contractor.

SECTION 4**4.1 Post-Award Vendor Debriefing**

A bidder, successful or unsuccessful, may request a Post-Award Debriefing, in writing, by U.S. Mail or electronic submission. The written request must be received by Samuel Cole, Chief Procurement Officer of MDHS within three (3) business days of notification of the contract award. A Post-Award Debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within three (3) business days of receipt of the request. If a bidder prefers to have legal representation present, the bidder must notify the Executive Director of MDHS in writing and identify its attorney by name, address, and telephone number. MDHS will 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.

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-113 through 7-113.07, Post-Award Vendor Debriefing, of the *Mississippi Public Procurement Review Board (PPRB), Office of Personal Service Contract Review (OP-SCR) Rules and Regulations*.

4.2 Protest of Award

Any actual or prospective bidder or contractor who is aggrieved in connection with this solicitation or the outcome of the IFB may file a protest with the MDHS Executive Director. The protest shall be submitted on or before date and time specified in Section 1.1.1, in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests must be in writing, dated, signed by the bidder or an individual authorized to sign contracts on behalf of the protesting bidder, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) or regulation(s), and/or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting bidder must provide facts and evidence to support the protest. A protest is considered filed when received by the MDHS Executive Director via either U.S. Mail, postage prepaid, or personal delivery. Protests filed after seven (7) days of award will not be considered.

4.3 Required Contract Terms & Conditions

Any contract entered into between MDHS and a vendor/bidder shall include the required clauses found in **Attachment G** and those required by the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

4.4 Optional Contract Terms & Conditions

Any contract entered into between MDHS, and a vendor/bidder may have, at the discretion of the MDHS, the optional clauses found in **Attachment H** and those within the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

4.5 Attachments

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

EXHIBIT 1 – DNA TESTING MONTHLY PERFORMANCE REPORT

DNA Testing Monthly Performance Report

Month: _____ **Year:** _____

Source of DNA Samples that Submitted the Samples	Mississippi County from which the DNA Samples were sent to the Contractor from MDHS	# of DNA Test Samples Received	# of Completed Tests	# of DNA Tests Pending Completion	Contract PAM #1 Standard Achieved yes or no	Contract PAM #2 Standard Achieved yes or no	# of Completed Tests Billed to MDHS for Payment for the Month	Contractor Comments	MDHS Comments
MDHS									
MS Correctional Institutions									
Other MDHS Designated Organization									
Outside of MS within the U.S. (List long arm State or Territory and identifying info.)									

EXHIBIT 2 – DNA COLLECTION MONTHLY PERFORMANCE REPORT**DNA Collection Monthly Performance Report****Month:** _____ **Year:** _____

Source of DNA Samples Submitted	Mississippi County (correctional institution) from which the DNA Samples were requested by MDHS	# of DNA Test Samples Submitted	Contract PAM #1 Standard Achieved yes or no	Contract PAM #2 Standard Achieved yes or no	Contract PAM #3 Standard Achieved yes or no	Contract PAM #4 Standard Achieved yes or no	# of DNA Samples Billed to MDHS for the Month	Contractor Comments	MDHS Comments
MS Correctional Institutions									
Other MDHS Designated Organization									
Outside of MS within the U.S. (List long arm State and identifying info.)									

EXHIBIT 3 – DNA TESTING QUARTERLY OPERATIONAL EFFECTIVENESS REPORT

DNA Testing Quarterly Operational Effectiveness Report for: [list months & /year(s)]

PAMS & Standards	1st Qtr. Results Standard (yes or no)	Met the PAM	Vendor's Performance Assessment Comments	DEPARTMENT's Performance Assessment Comments
<p><u>PAM#A1: TEST TURNAROUND</u></p> <p>TIME MEASURE: DNA test results provided in hard copy to MDHS must be received within fourteen (14) calendar days on average each calendar quarter from the date the last DNA sample in a case was received by the Contractor (referred to as test turnaround time).</p> <p>STANDARD: Fewer than thirty (30) test results received outside fourteen (14) calendar day requirement per quarter</p> <p>NOTE: Exception to this Standard may occur in instances when the Contractor e-mails MDHS or its designated vendor in advance of the fourteen (14) day turnaround time limit with an explanation, and a request for extension of time to complete the test. In such instances MDHS its designated vendor will make the determination for an extension. Related documentation must be included with the Contractor's monthly billing to substantiate payment, and summaries must be captured in its "Monthly Performance Report" and "Quarterly Operational Effectiveness Report" to the Department.</p>				
<p><u>PAM#A2: DNA TESTING – ERRONEOUS TEST RESULTS</u></p> <p>MEASURE: The number of erroneous test results released by the Contractor within each calendar year, and reported by email and phone by the close of the next business day after discovery to MDHS.</p> <p>NOTE: Occurrences must be documented in the Contractor's "Monthly Report" and "Quarterly Operational Effectiveness Report" and provided to MDHS.</p> <p>STANDARD: No more than one (1) erroneous test result per calendar year.</p>				

DNA Testing Quarterly Operational Effectiveness Report Instructions

Quarterly Operational Effectiveness Report Instructions

For DNA Testing

The ***Quarterly Operational Effectiveness Report*** is submitted in accordance with Section 2.3, Scope of Services. It includes, but is not limited to the following:

- Quarter Results
- Met the PAM Standard [yes/no]
- Contractor's Performance Assessment
- Department's Performance Assessment Comments

The goal of the ***Quarterly Operational Effectiveness Report*** is to ensure that Contractual Performance Accountability Assessment (PAM) and Standard requirements are met and reported. Ongoing and timely communication with the Mississippi Department of Human Services is an integral and necessary part of CONTRACTOR performance, monitoring, and process improvement. After each month, the CONTRACTOR will email a ***Quarterly Operational Effectiveness Report*** to MDHS, within fifteen (15) calendar days.

MDHS may audit and/or verify informational and/or statistical data as reported in the ***Quarterly Operational Effectiveness Reports*** and ***Monthly Performance Reports***. If, during an internal or external assessment, an area of concern is found or cited, a descriptive report must be emailed promptly by the vendor to MDHS. Thereafter, a detailed corrective action plan (CAP) may be implemented at the discretion of MDHS, along with an ongoing assessment made of the problem area(s). A set period of months for the monitoring of the CAP will be established by MDHS, which during that period, the contractor's corrective and preventative actions will be monitored, reviewed, and evaluated for effectiveness and completion to rectify the identified problem(s).

INSTRUCTIONS BY COLUMN:

Column A – PAMS and Standards are listed for reference.

Column B – Insert Quarter Results.

Column C – Enter either Yes or No.

Column D – Enter Contractor Performance Assessment Comments as appropriate and necessary.

Column E – For MDHS only; MDHS may enter Performance Assessment Comments, as appropriate.

EXHIBIT 4 – DNA COLLECTION QUARTERLY OPERATIONAL EFFECTIVENESS REPORT

DNA Collection Quarterly Operational Effectiveness Report for: [list months & /year(s)]

PAMS & Standards	1st Qtr. Results	Met the PAM Standard (yes or no)	Vendor's Performance Assessment Comments	DEPARTMENT's Performance Assessment Comments
<p><u>PAM #B1: No-Show / Refusal Notifications Not Reported</u></p> <p>MEASURE: Number* of Contractor notifications not reported by e-mail to the MDHS or its designated vendor by the close of the next business day after non-appearances or refusals of persons scheduled to be collected.</p> <p>*NOTE- The number must be documented in the Contractor's "Monthly Report" and "Quarterly Operational Effectiveness Report" to the Department's Contract Manager.</p> <p>STANDARD: Zero (0).</p>				
<p><u>PAM#B2: DNA Collection Turnaround Time</u></p> <p>MEASURE: The Contractor shall coordinate with correctional facilities or other MDHS designated organizations such that DNA samples are obtained from individuals in the particular facility or organization and mailed within fourteen (14) calendar days of contact with the facility or organization, as documented on the Contractor's secure web site and through the Department's system. Exception requests to the fourteen (14) calendar day requirement must be emailed in advance by the Contractor to the MDHS or its designated vendor.</p> <p>STANDARD: Fewer than ten (10) in excess of fourteen (14) calendar days of MDHS request during a calendar quarter.</p>				
<p><u>PAM #B3: DNA Collection Notification to the Department</u></p> <p>MEASURE: The Contractor shall enter notes in its web site as well as email the MDHS or its designated vendor within seven (7) calendar days of the Department's request for DNA collection when it cannot coordinate a sample collection with a correctional facility or MDHS designated organization, and it shall therein provide the reasons for being unable to coordinate the sample collection.</p> <p>STANDARD: 100%</p>				

DNA Collection Quarterly Operational Effectiveness Report Instructions

Quarterly Operational Effectiveness Report Instructions For DNA Collection

The ***Quarterly Operational Effectiveness Report*** is submitted in accordance with Section 2.3, Scope of Services. It includes, but is not limited to the following:

- Quarter Results
- Met the PAM Standard [yes/no]
- Contractor's Performance Assessment
- Department's Performance Assessment Comments

The goal of the ***Quarterly Operational Effectiveness Report*** is to ensure that Contractual Performance Accountability Assessment (PAM) and Standard requirements are met and reported. Ongoing and timely communication with the Mississippi Department of Human Services is an integral and necessary part of CONTRACTOR performance, monitoring, and process improvement. After each month, the CONTRACTOR will email a ***Quarterly Operational Effectiveness Report*** to MDHS, within fifteen (15) calendar days.

MDHS may audit and/or verify informational and/or statistical data as reported in the *Quarterly Operational Effectiveness Reports* and *Monthly Performance Reports*. If, during an internal or external assessment, an area of concern is found or cited, a descriptive report must be emailed promptly by the contractor to MDHS. Thereafter, a detailed corrective action plan (CAP) may be implemented at the discretion of MDHS, along with an ongoing assessment made of the problem area(s). A set period of months for the monitoring of the CAP will be established by MDHS, which during that period, the contractor's corrective and preventative actions will be monitored, reviewed, and evaluated for effectiveness and completion to rectify the identified problem(s).

INSTRUCTIONS BY COLUMN:

Column A – PAMS and Standards are listed for reference.

Column B – Insert Quarter Results.

Column C – Enter either Yes or No.

Column D – Enter Contractor Performance Assessment Comments as appropriate and necessary.

Column E – For MDHS only; MDHS may enter Performance Assessment Comments, as appropriate.

EXHIBIT 5 - TECHNICAL REQUIREMENTS FOR PERIODIC DATA FILES

The Contractor shall provide MDHS with a routine data file each business day that contains the data elements identified as described in this exhibit. The data provided will include sample collection dates for each person for whom a sample to be tested is received by Contractor since the last file transmission and test results. The file specifications must meet the requirements set forth in this exhibit. The file will be provided using standard SOAP-based XML messages over Internet (HTTP/SSL) or via a secure FTP method unless otherwise approved by MDHS. Details regarding file transmissions and exceptions will be determined by MDHS after consultation with the Contractor.

The table below identifies and describes the data elements needed for the file or transmission.

Data Element	Description
Test Set ID Number	This is a unique number assigned by the Contractor to identify each test set (mother, child and alleged father).
Business Partner Activity Number	This is a unique activity number that will be provided to the Contractor along with the name of the party and other identifying information when the sample collected is mailed to Contractor.
Invoice Authorization Number	This is a unique number for each test set that will be provided to the Contractor along with the name of the party and other identifying information when the sample collected is mailed to Contractor.
Date Test Results Mailed	Date Contractor mails test result to MDHS.
Test Results	Indicate whether the alleged father is excluded, included (99% or greater probability of paternity), or inconclusive.
Final Report Indicator	Provided when testing is completed and there a final report.
Business Partner ID Number	This is a unique number that identifies the individual business partner (mother, child, or alleged father). Will be provided to Contractor along with the name of the party and other identifying information when the sample collected is mailed to Contractor.
Business Partner Type	The business partner type is indicated as mother, child or alleged father.
First Name	Business Partner's First Name
Middle Name	Business Partner's Middle Name
Last Name	Business Partner's Last Name
Sample Collected Indicator	Will indicate whether a sample has been collected for the individual business partner
Date Sample Collected	Date sample was collected as indicated by sample collector

ATTACHMENT A



BID COVER SHEET

The Mississippi Department of Human Services (hereinafter "MDHS," "Agency," or "State") is soliciting bids from qualified bidders to provide DNA Genetic Testing services for MDHS. The vendor will perform services as outlined in IFB No. 3160005922

PLEASE MARK YOUR ENVELOPE:

DNA Genetic Testing Services
IFB No. 3160005922
Opening: Tuesday, August 22, 2023, at 2:30 p.m., CST
Mississippi Department of Human Services
Division of Procurement Services
Attention: Kimbley Hendrix
200 South Lamar Street
Jackson, Mississippi 39201
SEALED BID—DO NOT OPEN

Name of Company: _____

Quoted By: _____

Signature: _____

Address: _____

City/State/Zip Code: _____

Company Representative: _____

Telephone: _____

Fax: _____

E-Mail: _____

FEIN/EIN # <i>(if company, corporation, or partnership):</i>	
SSN <i>(if individual):</i>	

In addition to providing the above contact information, please answer the following questions regarding your company:

What year was your company started? _____

How many years and/or months has your company been in the business of performing the services called for in this IFB? _____

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation. _____

If your company is not physically located in Mississippi, how will you supply DNA Genetic Testing services to MDHS Offices in Mississippi? _____

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms. _____

List all licenses or permits your company possesses that are applicable to performing the services required in this IFB. _____

For how many customers has your company provided DNA Genetic Testing services in the past two (2) years? _____

Is your company licensed and/or certified to perform DNA Genetic Testing services as required by any and all applicable federal and state law(s)? _____

Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff. _____

List all the equipment that your company has available or that is intended to be used to perform the services required in this Invitation for Bids. _____

ATTACHMENT B



BID FORM FOR DNA GENETIC TESTING SERVICES

Company	Company Representative	Telephone

The pricing quoted must be inclusive of, but not limited to the following:

- All required labor
- All required profit
- All required overhead
- All required insurance
- All required transportation
- All required fuel and mileage
- All required equipment and materials
- Any and all other costs associated with performing the services
- All required business and professional licenses, permits, fees, etc. (if any)

Pricing Structure: All pricing for DNA Genetic Testing Services includes all associated costs with no additional or hidden fees. Compensation for services will be in the form of a Fixed Price Contract with Price Adjustment. A unit price shall be given for each service for years one (1) through four (4) and the unit price for an optional one (1) year renewal.

DNA GENETIC TESTING SERVICES	
Years 1 Pricing	
Years 2 Pricing	
Years 3 Pricing	
Years 4 Pricing	
Optional Renewal Year 5 Pricing	

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges on behalf of the company:

1. That he/she has thoroughly read and understands this IFB and the attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in this IFB and the attachments thereto;
3. That the company agrees to all provisions of this IFB and the attachments thereto;
4. That the company will perform, without delay, the services required at the prices quoted in this **Attachment B**; and

5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
6. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this IFB.
7. That the company can and will meet all required laws, regulations, and/or procedures related to DNA Genetic Testing services and represents that it is licensed, certified and possesses the requisite credentials to perform these services. Further, if the company is the successful bidder and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any federal and state laws and regulations in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by Company.
8. **NON-DEBARMENT** By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government.
9. **INDEPENDENT PRICE DETERMINATION** - The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the bid offered.
10. **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES** - The prospective contractor represents as a part of such Contractor's bid or proposal 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.
11. **REPRESENTATION REGARDING CONTINGENT FEES** - The 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 other contingent fee, except as disclosed in the Contractor's bid or proposal.
12. **REPRESENTATION REGARDING GRATUITIES** - The bidder, offeror, 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*.

Signature: _____ **Date:** _____

Name: _____ **Title:** _____

Company Name: _____

Note: Please be sure to **circle the applicable word or words** on numbers 10 (Prospective Contractor's Representation Regarding Contingent Fees) and 11 (Representation Regarding Contingent Fees) above. Failure to circle the applicable word or words and/or to sign the bid form may result in the bid being rejected as non-responsive. **Modifications or additions to any portion of this bid document may be cause for rejection of the bid.**

ATTACHMENT C



REFERENCES

REFERENCE 1

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 2

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 3

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 4

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 5

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Bidder may submit as many references as desired by submitting as many additional copies of Attachment C, References, as deemed necessary. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, bidders are encouraged to submit additional references to ensure that at least two references are available for interview. MDHS must be able to contact two references within two (2) business days of bid opening to be considered responsive.

ATTACHMENT D**REFERENCE SCORE SHEET******TO BE COMPLETED BY MDHS STAFF ONLY****

Name of Bidder: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Contacted By: _____ Position: _____

Services From/To Dates: _____

Questions	Response (Circle One)	
	Yes	No
Able to provide DNA Genetic Testing services when requested?	Yes	No
Satisfied with the services provided? If no, please explain.	Yes	No
Vendor easy to work with when scheduling DNA Genetic Testing Services?	Yes	No
Were the DNA Genetic Testing services completed on time and within	Yes	No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here ____.)	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend them?	Yes	No

Each “yes” is one point; each “no” is zero points. Bidder must have a minimum score of “6” from two references (total of “12” points) to be considered responsible and for its bid to be considered.

Score: _____

Do you have any business, professional or personal interest in the bidder’s organization? If yes, please explain.	Yes	No
---	-----	----

Notes:

ATTACHMENT E**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/ Title
(*No stamped signature*)

Date

ATTACHMENT F

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

Subgrantee's/Contractor's Name	
Authorized Official's Name	
Address	
Phone Number	
Email Address	
Are you currently registered with www.sam.gov (Respond Yes or No)	
If no, please know if awarded, you will be asked to complete registration before final award.	
If yes, complete the following:	
○ UEI Number	
○ 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 (sub-contractors, 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 G

**REQUIRED CLAUSES FOR SERVICE CONTRACTS RESULTING FROM THIS IFB**

1. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Venue shall be in First Judicial District of Hinds County, Mississippi. Contractor shall comply with applicable federal, state, and local laws and regulations.
2. Approval Clause. It is understood that if this contract requires approval by the Public Procurement Review Board (PPRB) and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review (OPSCR) and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
3. Availability of Funds. It is expressly understood and agreed that the obligation of the MDHS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MDHS, the MDHS shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDHS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
4. Compliance with Laws. Contractor understands that the MDHS is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
5. E-Payment. Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The MDHS agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the MDHS within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*
6. E-Verification. If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility

Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- a. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public; or
 - b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
 - c. both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.
7. Insurance. Contractor represents that it will maintain workers' compensation insurance which shall inure to the benefit of all Contractor's personnel provided hereunder; and comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000.00 per occurrence. All workers' compensation, comprehensive general liability, and professional liability insurance will provide coverage to the State of Mississippi as an additional insured. 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 this 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 this Contract.
8. Paymode. Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
9. Procurement Regulations. The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.dfa.ms.gov>.
10. 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 bid.

11. Representation Regarding Gratuities. 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*.

12. Stop Work Order.

- a. *Order to Stop Work:* The Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:
 - i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- b. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - i. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - ii. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- c. *Termination of Stopped Work:* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

13. Termination for Convenience.

- a. *Termination.* The MDHS Executive Director or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The MDHS Executive Director or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- b. *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The MDHS Executive Director or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts

to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

14. Termination for Default.

- a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the MDHS Executive Director or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the MDHS Executive Director or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the MDHS Executive Director or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the MDHS Executive Director or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the MDHS Executive Director or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the MDHS Executive Director or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the MDHS Executive Director or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one (1) or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-price contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- e. *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph

14(d) Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

f. Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by MDHS upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
16. Trade Secrets, Commercial and Financial Information. It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or 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.
17. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

ATTACHMENT H

**OPTIONAL CLAUSES FOR SERVICE CONTRACTS RESULTING FROM THIS IFB**

1. Anti-assignment/Subcontracting. Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
2. Attorney's Fees and Expenses. Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.
3. Authority to Contract. Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
4. Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that MDHS is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to MDHS pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, MDHS shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The MDHS shall not be liable to the Contractor for disclosure of information required by court order or required by law.
5. Contractor Personnel. The MDHS shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the MDHS reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the MDHS in a timely manner and at no additional cost to the MDHS. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
6. Debarment and Suspension. Contractor certifies to the best of its knowledge and belief, that it:

- (1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
 - (2) has not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - (3) has not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
 - (5) has not, within a three-year period preceding this bid, had one (1) or more public transactions (federal, state, or local) terminated for cause or default.
7. Disclosure of Confidential Information. In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*
8. Exceptions to Confidential Information. Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:
- (1) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
 - (2) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
 - (3) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
 - (4) is independently developed by the recipient without any reliance on confidential information;
 - (5) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
 - (6) is disclosed with the disclosing party's prior written consent.
9. Errors in Extension. If the unit price and the extension price are at variance, the unit price shall prevail.
10. Failure to Deliver. In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the MDHS, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the MDHS may have.
11. Failure to Enforce. Failure by the MDHS at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the MDHS to enforce any provision at any time in accordance with its terms.

12. Final Payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor shall execute and deliver to the MDHS a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State's claims against Contractor under this contract.
13. Force Majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
14. HIPAA Compliance. Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
15. Indemnification. To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.
16. Independent Contractor Status. Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDHS, and the MDHS shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The MDHS shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the MDHS shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for

its employees.

17. Information Designated by Contractor as Confidential. Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be 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.
Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the MDHS shall result in the immediate termination of this agreement.
18. Integrated Agreement/Merger. This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Contractor on the basis of draftsmanship or preparation hereof.
19. Modification or Renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.
20. No Limitation of Liability. Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.
21. Notices. All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the MDHS:	For Contractor:
[Name, Title]	[Name, Title]
MDHS	[Agency Name]
[Address]	[Address]
[City, State, Zip]	[City, State, Zip]

22. Non-solicitation of Employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.
23. Oral Statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the MDHS and agreed to by Contractor.

24. Ownership of Documents and Work Papers. MDHS shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MDHS upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MDHS and subject to any copyright protections.
25. Priority. The contract consists of this agreement with exhibits, the procurement Invitation for Bids [number] (hereinafter referred to as IFB), and the response bid dated [date] by [CONTRACTOR NAME] (hereinafter referred to as Bid). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement with exhibits and, if still unresolved, by reference to the IFB and, if still unresolved, by reference to the Bid. Omission of any term or obligation from this agreement or IFB or Bid shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
26. Quality Control. Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the MDHS.
27. Record Retention and Access to Records. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three-year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three-year period, whichever is later.
28. Recovery of Money. Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the MDHS, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the MDHS. The rights of the MDHS are in addition and without prejudice to any other right the MDHS may have to claim the amount of any loss or damage suffered by the MDHS on account of the acts or omissions of Contractor.
29. Requirements Contract. During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the MDHS shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the MDHS for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the MDHS is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the MDHS may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

30. Right to Audit. Contractor shall maintain such financial records and other records as may be prescribed by the MDHS or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the MDHS, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.
31. Right to Inspect Facility. The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.
32. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
33. State Property. Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.
34. Third Party Action Notification. Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.
35. Unsatisfactory Work. If, at any time during the contract term, the service performed or work done by Contractor is considered by the MDHS to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the MDHS, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the MDHS shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.
36. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.
37. Renewal of Contract. The Contract may be renewed at the discretion of the MDHS upon written notice to Contractor at least thirty (30) days prior to each Contract Anniversary date for a period of one (1) successive one-year period under the same prices, terms, and conditions as in the Original Contract and/or Subsequent Contracts. The total number of renewal years permitted shall not exceed one (1) year or extend past December 31, 2028.
38. Disputes. Any dispute concerning a question of fact under this Contract which is not disposed of by agreement shall be decided by the Deputy Executive Deputy of Age-Related Programs. This decision shall be reduced to writing and a copy thereof mailed or furnished to the Contractor and shall be final and conclusive, unless within thirty (30) days from the date of the decision, Contractor mails or furnishes to the Executive Director of MDHS a written request for review. Pending final decision of the Executive Director of MDHS or designee

of a dispute hereunder, the Contractor shall proceed in accordance with the decision of the Deputy Executive Deputy of Age-Related Programs.

In a review before the Executive Director or designee, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position on the question and decision under review. The decision of the Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction in Hinds County, State of Mississippi, to have been fraudulent, capricious, so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence.