



**Amendment #1
Invitation for Bid (IFB)
(RFx Number: 3160005922)
DNA Genetic Testing Services**

Amendments to the RFP are as follows:

1. Questions and Answers are attached.
2. Attachment B updated.

Please acknowledge receipt of Amendment #1 by returning it, along with your IFB Response, by August 22, 2023, at 2:00 PM. This acknowledgement should be enclosed in your response.

Failure to submit this acknowledgement may result in rejection of the response.

Name of Company

Authorized Official's Typed Name/Title

Signature of Authorized Official
(No stamped signature)

Date

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 response, by identifying the amendment number and date in the space provided for this purpose on this form, or by letter. The acknowledgment must be received by MDHS by the time and at the place specified for receipt of responses. It is the bidder's sole responsibility to monitor the website for amendments to the IFB.

IFB No. 3160005922, DNA GENETIC TESTING SERVICES

QUESTIONS & ANSWERS

1. We find the following in section 3.7 IFB page 27:

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.

a. Are we correct in our understanding that the bid form is Attachment B?

Yes, Attachment B is the Bid form for DNA GENETIC TESTING SERVICES.

b. Attachment B does not seem to have a section allocated to listing exceptions. Will it be acceptable to list them on additional pages? **Attachment B has been updated to add any exceptions, if applicable.**

2. How many counties does the vendor Young Williams provide services in? **82 counties but there are only 25 service sites. Please refer to Section 2.4.8 and 2.4.8.1 on page 11.** What is the term of the contract with Young Williams? **October 1, 2021-September 30, 2026.** Does MDHS anticipate that this service will go out for bid during the genetic testing services? **Yes.** If so, how would that affect or impact the current Contractor? **The Contractor would be expected to work with the new Vendor. If the number of service sites would increase or decrease, the Contractor would be notified, and any modifications to the contract, if necessary, would be negotiated at that time.**

3. What is the estimated number of samples the service provider should anticipate receiving each year? **Between 4100 and 4600. An average monthly total appears to range between 350-500 samples a month.** Please share the total number of samples collected in 2022. **The total number of samples collected in calendar year 2022 was 4162.**

4. What percentage of the estimated number of samples the service provider should anticipate each year are collected by the service provider vs. agency or designated vendor staff? **Vendor staff in each county currently collects samples except for samples collected at correctional facilities and those collected out of state.** Please share the percentage of service provider vs. agency/staff collections in 2022. **In calendar year 2022, 4.4287% of samples were collected by the DNA Contractor; the remainder were collected by the child support services Vendor.**

5. What is the meaning of "Price Adjustment" in the terminology "Fixed Price Contract with Price Adjustment"? **Price Adjustment will allow the vendor to increase or decrease pricing as needed in the Optional Renewal Year 5.**

6. Under what circumstances will the service provider be able to seek a Price Adjustment? **Should the cost of testing increase, the selected vendor will have the option in Year 5 to submit the requested increase for MDHS' review and approval.**

7. What section(s) of the solicitation does the Offeror need to respond to be deemed responsive and responsible?

a. Section 2.0? **Yes**

b. Section 3.0? **Yes**

c. Just section 3.12? **NO**

IFB No. 3160005922, DNA GENETIC TESTING SERVICES QUESTIONS & ANSWERS

- d. Any other sections of the solicitation? **Offeror should respond to all sections as required.**
8. Within Section 2.3.1.2 DNA Collection, Can MDHS clarify what they mean by “types of other organizations”? Does this refer to interstate scheduling? **YES, “other organizations” includes interstate scheduling.**
9. Within Section 2.4.1 Quality Control, there is a request for the Contractor to email MDHS a summary of its procedures for processing and inspecting test results. The Contractor is accredited by AABB and as such our procedures for processing and inspecting test results has been approved by the accrediting agency. Can the contractor provide proof of accreditation to meet this requirement? **NO. The Contractor can provide proof of the accreditation in conjunction with the summary of procedures for processing and inspecting test results. If the Contractor requires the procedures to be kept confidential, the information can be submitted according to Attachment E-Proprietary Information Form.**
10. Within Section 2.4.3.1, there is a requirement to provide MDHS with proof of notice to the parties that a copy of the report has been provided. What documentation will meet the proof of notice requirement? **A statement on the portal website or maintenance of business records listing the date all parties were mailed a copy of the report will suffice.** Additionally, how will the Contractor receive the addresses for the parties? **The parties list their address on the identification information form they fill out before samples are drawn. The form is sent in with the samples.** Can MDHS describe this process? **See prior answer.** Is this currently being provided under the current contract? **Under the current contract, the Contractor mails the original report to MDHS/Vendor and mails a copy to the biological father.**
11. Within Section 2.4.3.4, what information will MDHS provide to meet the “express written permission?” **A written statement providing permission on agency letterhead or via email. Due to time sensitive nature, email will likely be the preferred form of communication.** If the information is provided by MDHS on the Chain of Custody documentation will that be sufficient? **No.** Please describe the current process. **A written statement providing permission on agency letterhead or via email. Due to time sensitive nature, email will likely be the preferred form of communication. Currently, cross matching DNA is rarely utilized.**
12. Within Section 2.4.3.5., how will the Contractor be advised that a case is an “approved motherless case”. Does this mean that the Contractor will need to email MDHS for each motherless case? **MDHS is willing to create an alternate process for approval of the “motherless draw” which may include an email from the Vendor, a section included on the Chain of Custody documentation, or other acceptable method which indicates approval, etc.**
13. Can MDHS provide a sample of the affidavit referenced in Section 2.4.4.1? **No. The affidavit should comply with the requirements for an affidavit listed in Miss Code Ann. §93-9-23.** Please clarify what is meant by “tester”. **It means experts qualified as examiners of genetic tests pursuant to MS Code Ann. §93-9-21 (5) and §93-9-23 (1).** What does “beyond the indications of

IFB No. 3160005922, DNA GENETIC TESTING SERVICES QUESTIONS & ANSWERS

professional titles and experience” refer to? **It means the affiant shall give name, address, telephone number, qualifications, education, and experience as required by MS Code Ann. §93-9-23(1).**

14. Within Section 2.4.4.1.7, there is a requirement that the last four digits of the SSN of the donor be submitted with the test results. As scrutiny around identify theft has increased, the Contractor would request that any reference to SSN be removed from the IFB requirements, as it is not needed. In addition, section 2.5.4.4 has a requirement that the SSN must be written on the photos. Can this requirement be removed? **NO.**

15. Section 2.4.4.2 indicates that the results shall be provided by certified test results to the individual or Vendor designated by MDHS. Please clarify how the results should be sent as there is a reference to first class mail listed earlier. Is MDHS currently receiving hard copy results from its current vendor? **Yes, the agency currently receives hard copies through its child support services Vendor; the current DNA testing contractor sends hard copies to MDHS' Vendor via express carrier. In addition, the agency is able to download a copy from the portal website, if needed.** Is the Contractor required to send copies of the Chain of custody forms or just the genetic test results? **The Contractor is required to also send copies of the Chain of Custody forms.**

16. Section 2.4.4.4 requires the Contractor to provide an original test report to another government agency as directed by MDHS. Will a photocopy of the results meet this requirement as typically there is only one original with the photographs? **Yes.**

17. Section 2.4.6.2 indicates that MDHS can request expert testimony within the timeframe required by MDHS. Can MDHS update this section with a timeframe, such as two weeks or request testimony virtually? It could be challenging to arrange an expert to appear on short notice. **Yes, two-week notice or a request for virtual testimony if allowed by the court, is reasonable and allowable.**

18. Section 2.4.8 Can MDHS provide a list of the twenty-five (25) service sites? **Yes. The listing is available on MDHS website.** Are these MDHS offices where collections are done by MDHS staff? **Collections (self-draws) are conducted by Vendor staff. The location varies but typically occurs at one of the 25 service sites or at court. Collections also occur at correctional facilities and out of state locations; these collections are conducted by Contractor staff.** During the pandemic, a lot of Child Support Offices were closed to the public. Are the MDHS offices open and are the collections done by staff or by Vendor provided specimen collectors? **Yes, offices are open and collections are completed by Vendor staff.**

19. Section 2.4.9.4 Can MDHS provide examples of problems or unusual incidents that the Contractor would need to report within one business day? **Unable to use lab facilities due to emergency, Chain of Custody issues, contamination of DNA, etc.**

20. Section 2.4.16. Is the Contractor able to bill for partial cases? **Depends on whether a result has been achieved. See 2.4.16.1, page 15 of the IFB.** Is the Contractor able to bill for partial cases received from the current vendor after vendor transitions should the current vendor change? **Yes,**

IFB No. 3160005922, DNA GENETIC TESTING SERVICES QUESTIONS & ANSWERS

provided the Contractor processes the partial case to a final result confirming or excluding paternity. See 2.4.16.1, page 15 of the IFB.

21. Section 2.4.11.6 Can MDHS provide a sample of the daily list for review? **No, no specific format is required.**

22. Section 2.5.4.9 The Contractor can provide show/no show information for specimens that were collected locally (within Mississippi) by Vendor's staff but would request that out of area cases the notification be extended to five business days to allow for transit to laboratory. **No.** Also, if the information about shows is available in the Contractor's secure web-site, will that meet the requirement of notifications? **No.**

23. Section 2.5.4.10 This section requires the Contractor to notify MDHS within five business days from the last scheduled DNA collection date. The Contractor would like to request that if a recollection needs to occur, that the vendor notify MDHS as soon as possible, as there may be cases that the Contractor is not aware that the specimen will need to be redrawn within five business days from the last scheduled DNA collection date due to extended testing which may take longer than five business days. **No.**

24. Section 2.5.4.11 Can MDHS provide an example of a scenario when they will direct the Contractor to recollect a sample? **A court order which directs MDHS to re-test the parties.**

25. Section 2.5.4.14 Is MDHS asking for two sample collectors at scheduled appointments? **No, MDHS is asking for an emergency back-up DNA collector to be available (on-call), if necessary.** Can MDHS provide the collection sites and schedules that are in currently in use under the current contract? **See MDHS website for collection sites. See also response to #4. Schedules are not provided, scheduling is generally on a case-by-case basis.**

26. Section 2.5.4.19 Please describe the current process for scheduling a second appointment. For vendor collected samples, **Vendor allows parties to submit genetic samples at any time without a scheduled appointment. If a second collection is needed, Vendor will contact the parties. If Contractor responsible for collecting, i.e. jail collections, the Contractor would be required to schedule and obtain approval for a second appointment with the jail.** Which MDHS service centers will require this reschedule of a second appointment? **Any service center may require a reschedule of a second appointment.** How is approval provided for the second appointment? **For correctional facility collections, an email from the agency or vendor shall suffice.** Please provide a sample of the weekly No Show-Second No Show list. **There is no specific form that must be used. The list only needs to include names, dates and MDHS case numbers.**

27. How many prison collections were collected during the last year? **In calendar year 2022, 92 samples were collected from incarcerated individuals.**

28. Section 2.5.7.3 Does MDHS want the Contractor to send the previous monthly report or is there a different report that would cover the comparative summary of work performed in the previous calendar month? **MDHS wants the Contractor to provide a summary of work conducted**

IFB No. 3160005922, DNA GENETIC TESTING SERVICES QUESTIONS & ANSWERS

by the Contractor for the previous calendar month. The summary of work would include # of test units, test cost per unit, # of collection units, collection cost per unit, total units billed per county, cost of units for each county, total test units statewide, total cost of test units statewide, total collection units statewide, total cost of collection units statewide, total combined units statewide and total combined cost of units statewide. Can you provide a sample of the comparative summary currently in use? **No, there is no specific form that must be used.**

29. Section 2.5.10 Transition Cases. If MDHS transitions to another vendor, how many specimens will MDHS expect to transition, as it doesn't appear that the Contractor can bill for partials? **Answer is unavailable at this time.** Will MDHS be open to a discussion around the number of specimens transferred? **Maybe, however, discussion is not required.**

30. Section 2.5.12.8 Please clarify if each person will have a tracking number or if each case will have a tracking number. **Each person will have a tracking number. Each person is assigned to a case number in the MDHS system, and that case number will be contained in the tracking number for the collection samples.**

31. How can the Contractors participate in the bid opening? **The contractor will need to email procurement.services@mdhs.ms.gov at least 3 days prior to the Bid Opening of their plan to attend. The email should consist of the individual's name and title.**

32. In Exhibit 1 and Exhibit 2, will the Contractor be required to provide the monthly reports for each County, or will it be a cumulative report including all counties in one report? **Cumulative.**

33. Can MDHS provide a sample of Exhibits 1- 4? **The exhibits are the sample.**

34. If the Contractor has a report that provides the requested information in Exhibits 1-4, will MDHS consider the Contractor's reporting format? **Yes, MDHS will consider the Contractor's reporting format.**

35. Attachment B – Please confirm if MDHS is looking for a per person rate in column 2 of the table titled DNA Genetic Testing Services. **Yes, MDHS is looking for a per person (unit) rate in Column 2.** Additionally, is MDHS interested in receiving a Vendor collect and a separate Staff collect price? **MDHS is interested in a cost for tests collected by vendor staff (self-draws) and the cost for the Contractor to collect, if different.** If so, would the Contractor submit two Attachment Bs, one for Contractor collect and one for Staff collect? **Contractor could submit two Attachment Bs for each service or include the listing for each service category on one Attachment B.**

36. Section 2.4.3.11 states the following (excerpt):

Any significant advances in technology or process that are adopted by the Contractor shall be reported in advance to MDHS by email before implementation. Please describe what the agency considers a "significant advancement in technology". **Any time there are significant changes in current processes or uses of experimental or newly introduced machines or technologies, the Contractor should immediately inform MDHS.**

IFB No. 3160005922, DNA GENETIC TESTING SERVICES QUESTIONS & ANSWERS

37. Section 2.4.5.3 states the following:

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.

Will the agency consider “severe acts of nature” to include pandemic(s) like the recent COVID 19 pandemic? **Yes, the agency will consider depending on the situation.**

38. Will the agency consider the following change to section 14.d of Attachment G Required Clauses for Service Contracts Resulting from This Bid:

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; cyber-attacks; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. **MDHS will be willing to discuss this during negotiations.**

39. Will the agency consider the following change to section 2 of Attachment H Optional Clauses for Service Contracts Resulting from This Bid:

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 reasonable 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. **MDHS will be willing to discuss this during negotiations.**

40. Will the agency consider the following change to section 13 of Attachment H Optional Clauses for Service Contracts Resulting from This Bid:

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, cyber-attacks, 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

IFB No. 3160005922, DNA GENETIC TESTING SERVICES

QUESTIONS & ANSWERS

determines it to be in its best interest to terminate the agreement. **MDHS will be willing to discuss this during negotiations.**

41. Will the agency consider the following change to section 15 of Attachment H Optional Clauses for Service Contracts Resulting from This Bid (excerpt):

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 third party 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 reasonable 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. **No.**

42. Will the agency consider adding third table section to section 21 of Attachment H Optional Clauses for Service Contracts Resulting from This Bid as follows:

For the Contractor's Legal Department:
Name, Title
Agency address
Address
City, State, Zip

YES.

43. Section 2.4.3.1 Please clarify exactly what is intended by "proof of notice" to the parties and if this would be something retained by the vendor and provided to MDHS only upon request? Please clarify specifically what is expected and how you envision the process to work. Depending upon the expectations this could add significant cost for each test due to the added expense and labor for this service and to process outside of routine first class mail. **MDHS would expect the Contractor to mail the report to the parties tested (Biological Mother and Biological Father) to the addresses indicated on the forms submitted with the samples. Contractor would need to keep records stating the date the notice was mailed to the parties. Business Records are to be maintained in a manner that allows the Contractor to testify that they mailed the reports on a specified date and allows MDHS/Vendor to look up the information to provide to the party. Specifically what parties are to be included? See answer to previous question. We recommend continuing the existing process in use as your current vendor, and if the party reports the report was not received for some reason, the vendor could then handle this as an exception and provide the report with a method that would confirm proof of delivery. The ability to provide parties with**

IFB No. 3160005922, DNA GENETIC TESTING SERVICES QUESTIONS & ANSWERS

an additional method to receive the report that would confirm proof of delivery is acceptable. However, this would be in addition to mailing the parties a copy.

44. Section 2.4.3.2 Will the vendor also be required to provide a hard copy report with the originals to the requesting MDHS office? **The Contractor would be required to send a hard copy report with the originals to the agency's Vendor. In addition, a downloadable copy from the Contractor website portal would be necessary.**

45. Section 2.4.4.1.7 Are the last 4 of the SSN a requirement on the Vendor Chain of Custody form? This is not an AABB requirement and not needed or wanted by our laboratory. **See answer to Question # 14 above.**

46. Section 3.3 Under bid evaluation, it states that the IFB may be evaluated by "inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose". There is a minimum qualification listed under 3.6. If a vendor has 2 years' service experience and then a minimum score of 12 for references. Will the lowest cost responsible bidder with the minimum qualifications receive the award or are there other scoring considerations? Under 3.15, it does state that it will be awarded to the lowest responsible bidder, but that was not clear reading through 3.3. Please confirm the scoring and evaluation. **The award will be given to the lowest responsive and responsible bidder.**

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)

DNA GENETIC TESTING SERVICES		
Years	Pricing	Exception(s)
Year 1 Pricing		
Year 2 Pricing		
Year 3 Pricing		
Year 4 Pricing		
Optional Renewal Year 5 Pricing		

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.

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 govern- ment and that it is not an agent of a person or entity that is currently debarred from submitting bids for con- tracts 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 con- sultation, 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 pro- spective 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 Con- tractor’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 Con- tract 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.