



**Andrea Sanders
Commissioner**

QUOTE REQUEST (QR)

SOLID WASTE DISPOSAL SERVICES

QR No. 2026SWDS002

Issue Date: August 24, 2026

MDCPS WELCOMES PARTICIPATION OF MINORITY BUSINESSES

Contact Person:
Parker Dickerson
Contracts@mdcps.ms.gov
750 N State Street
Jackson, MS 39202
(601) 359-4368

INVITATION: Subject to the attached and referenced terms and conditions, quotes for the acquisition of the products/services described in this QR will be received at this office until September 17, 2026, by 12:00 p.m., CT.

1. PURPOSE

The Mississippi Department of Child Protection Services (MDCPS) is requesting quotes from qualified respondents to provide **Solid Waste Disposal Services** for MDCPS at 750 North State Street, Jackson, Mississippi

MDCPS intends to award one (1) contract for the services mentioned but reserves the right to reject all quotes during any stage of the procurement process.

2. TERM

The anticipated contract period will begin on **October 1, 2026**, and end on **September 30, 2028**.

3. COMPENSATION

Compensation for services will be in the form of a firm fixed-rate agreement. A unit price shall be given for each service requested with that unit price remaining unchanged throughout the contract.

Contractor shall be compensated on a monthly basis at the firm, fixed pick-up rates specified in the Contractor's quote. The pick-up rates shall remain firm for the duration of the two-year term of the resultant contract. The total compensation payable shall be based on the actual number of pick-ups performed and properly invoiced at the agreed upon rates.

Payments shall be submitted on invoices in a format agreed upon by MDCPS and the Contractor. Invoices, at a minimum, shall include: contract number, invoice number, and itemization of each pick-up performed (inclusive of receptacle type picked-up, date of pick-up, and quoted unit price per pick-up).

4. SCOPE OF SERVICES

The selected Contractor shall provide solid waste disposal services for the MDCPS Central Office located at 750 North State Street, Jackson, Mississippi 39202.

A. Contractor Responsibilities:

1. Provide and place the following contractor-owned receptacles at MDCPS Central Office:
 - a) 1 – 30 cubic yard Self-Contained Compactor (deodorized);
2. Collect all solid waste from MDCPS Central Office location and dispose of waste in a duly licensed and permitted landfill, recycle facility, or other waste disposal site that meets or exceeds all applicable local, state, and federal laws, ordinances, rules, and regulations for solid waste disposal.
3. Retrieve and empty receptacles on an **as-needed*** basis when notified by MDCPS, haul receptacle contents to a landfill, recycle facility, or waste disposal site, empty the contents, and return empty receptacles back to MDCPS Central Office. “**As-needed**” for frequency and pricing purposes is defined as an average of three (3) times per month for Self-Contained Compactor (deodorized)
 - a) For MDCPS pick-up requests **before** 2:00 P.M., CT, Contract will pick-up and haul on that date;

- b) For MDCPS pick-up requests *after* 2:00 P.M., CT, Contractor will pick-up and haul by 12 noon on the following day.
 - c) In the event of a pick-up date falling on a holiday, scheduled pick-ups shall be provided on either the day prior to or a day succeeding the established collection day.
4. Contractor shall maintain the area around the receptacles at MDCPS by collecting overflowing materials.
 5. Contractor shall conduct regular maintenance of receptacles to ensure that receptacles are clean and in serviceable condition at all times during the entire term of the contract. Contractor shall steam clean receptacles when appropriate or as requested by MDCPS. Contractor shall repair or replace damaged receptacles within three (3) business days of MDCPS notifying Contractor of damaged or malfunctioning receptacles. MDCPS staff will examine receptacles and evaluate service performance to ensure services are properly rendered.
 6. Contractor is responsible for any applicable permits, licenses, or fees required to perform the serviced described in this Quote Request.
 7. Contractor shall place identifying numbers on each Contractor-owned receptacle placed at MDCPS. Contractor shall prepare and maintain an inventory of receptacles placed at MDCPS and provide a copy of that inventory to MDCPS.
 8. Contractor shall prepare and maintain a log reflecting each solid waste collection and disposal from each receptacle located at MDCPS (Pick-Up Log). The Pick-Up Log shall contain the following information:
 - a) date of pick-up;
 - b) dumpster number;
 - c) dumpster tonnage;
 - d) nature of waste (garbage or other); and
 - e) other appropriate information.
 9. Each load for disposal shall be weighed by a licensed weigh scale operator and the scale tickets shall be maintained in the Contractor's records. The Contractor shall provide MDCPS a copy of the Contractor's Pick-Up Log entries and scale tickets for each month's activity no later than the 15th day of the following month.
 10. Contractor shall provide monthly servicing and repair of the Self-Contained Compactor receptacle.
 11. Contractor shall maintain a fleet of trucks sufficient to perform its obligations herein which shall include the capacity to pick up and empty the receptacle types required under this contract. Contractor shall be responsible for the upkeep, maintenance, repair, and replacement of all vehicles and equipment used in its operations. Contractor shall maintain such items in a clean and serviceable condition during the term of the contract.
 12. In the event MDCPS requires additional receptacles beyond the scope provided herein, MDCPS will provide Contractor at least 24 hours' notice to provide one (1) 30 cubic yard roll-off dumpster within 24 hours of MDCPS request.

5. QR QUESTIONS

Questions shall be submitted no later than **12:00pm, CT on September 3, 2026**, via email to contracts@mdcps.ms.gov.

MDCPS anticipates posting written responses to questions as an amendment to this Quote Request by **5:00pm, CT on Friday, September 7, 2026**. If an amendment to this Quote Request is issued, Offerors must complete, sign, and include the Acknowledgement of Amendment form (**Attachment H**) as part of their Quote Packet submission.

6. QUOTE PACKET SUBMISSION

Offeror's quote, and all required attachments within this Quote Request, shall be completed, signed, and submitted to MDCPS by no later than **September 17, 2026, at 12:00pm, CT**.

Offeror's quote packet shall be submitted to MDCPS via email to contracts@mdcps.ms.gov. The subject line of the submission email shall include the following:

[“Offeror’s Name] - QRSWDS2026002 – Solid Waste Disposal Services

Contracts@mdcps.ms.gov shall acknowledge receipt of a timely submitted email quote via a reply email. Quotes received after the above deadline will not receive a reply email and shall be considered late and not accepted.

Timely submission of a quote packet is the responsibility of the Offeror. Quote packets received after the above specified time, shall be considered LATE and will be rejected. Late quote packets are deemed non-responsive and will not be considered for further evaluation but will be recorded as LATE and included in the agency procurement file.

A. Completed Quote Packet – In order for a Quote Packet to be considered responsive to the Quote Request, Offeror's shall properly complete, sign, and submit the following as QR Minimum Requirements:

- 1) Completed and signed Quote Form (Attachment A) – inclusive of any addenda;
- 2) Certifications and Assurances (Attachment B)
- 3) Debarment Verification Form (Attachment C)
- 4) Proprietary Information Form (Attachment D)
- 5) Contract Draft Acknowledgment (Attachment E)
- 6) Acknowledgement of Amendment (Attachment H) – (as applicable)

B. Required Documentation *PRIOR TO* contract execution – The below information **MUST** be submitted prior to contract execution; **HOWEVER** Offerors are strongly encouraged to provide the below information as part of their Quote Packet submission:

- 1) Minority Vendor Self-Certification (Attachment F)

- 2) E-Verify documentation (if applicable)
- 3) Completed W-9
- 4) Proof of registration with MS Secretary of State (if applicable)
- 5) Certificate of liability insurance
- 6) Workers' compensation, general liability, and fidelity bond insurance (MDCPS must be listed as an additional insured)
- 7) Registration in MAGIC (<https://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/supplier-selfservice/>)

7. AWARD

Award will be made to the vendor whose quote is determined, in writing, to be responsive, responsible, and offers the lowest, reasonable unit pricing. All Offerors will be notified of MDCPS' intent to award.

8. CONTRACT TERMS & CONDITIONS

An awarded Offeror will be expected to execute a contract substantially similar to the draft contract without expectation of negotiation. A draft version of the MDCPS contract is attached and incorporated as **Attachment G** to this Quote Request.

The resultant contract from this solicitation will be comprised of the following:

- 1) Base Contract – (included as Attachment G to this Quote Request);
- 2) Exhibit A – Scope of Services (as reflected within Section 4 of this Quote Request);
- 3) Exhibit B – 2nd Modified Mississippi Settlement Agreement and Reform Plan – available at MDCPS website using <https://www.mdcps.ms.gov/about/olivia-y-lawsuit/> (as referenced within Section 3 of Attachment G to this Quote Request); and
- 4) Exhibit C – Budget (based off of awarded vendor's Attachment A - *Quote Form* submitted in response to this Quote Request)

9. QR ATTACHMENTS

- 1) Attachment A – Quote Form
- 2) Attachment B – Certifications and Assurances
- 3) Attachment C – Debarment Verification Form
- 4) Attachment D – Proprietary Information Form
- 5) Attachment E – Contract Draft Acknowledgement
- 6) Attachment F – Minority Vendor Self-Certification
- 7) Attachment G – MDCPS Contract Draft
- 8) Attachment H – Acknowledgement of Amendment

10. DISCLAIMER & RIGHTS RESERVED

MDCPS is not responsible for any costs incurred in the preparation or presentation of a quote. All such expenses are the sole responsibility of the respondent. MDCPS reserves the right to:

- Reject any and all quotes
- Disqualify respondents who take exception to required terms or fail to meet specifications

- Modify the RFQ schedule or scope as necessary.

ATTACHMENT A
Quote Form

Date Submitted: _____ **Deadline Date:** September 14, 2026

Respondent's Organization Information:

Name of Organization: _____

Mailing Address: _____

Authorized Official: _____

Title: _____

Phone: (_____) _____

Email: _____

Tax I.D.#: _____

UEI #: _____

BUSINESS ID# (Issued from Mississippi Secretary of State's Office (*Out-of-state corporations ONLY*)): _____

Certificate of Liability Insurance Period of Coverage: _____

Contact Person for Respondent:

Name: _____ **Title:** _____

Mailing Address: _____

Phone: (_____) _____

Email: _____

Capability to Provide Services: Offerors shall include a narrative response describing and outlining Contractor approaches and capabilities to meet the Scope of Services requirements within Section 4 of this Quote Request. Offeror's narrative response should be enumerated according the sub-sections within Section 4. The narrative response may be included as "Addendum 1" to this Attachment A and labeled as such with the sub-heading of "Narrative Response to Att. A Capability to Provide Services."

ATTACHMENT A
Quote Form – (continued)

In addition to providing the above information, please answer the following questions:

Question 1: How many years has the firm been in business to perform the services outlined in this QR?

Response 1:

Question 2: Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation.

Response 2:

Question 3: If your company is not physically located in the region, how will you supply the services outlined in the QR?

Response 3:

Question 4: List all licenses or permits your company possess that are applicable to performing the services required in this QR.

Response 4:

Question 5: Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff.

Response 5:

ATTACHMENT A
Quote Form-Price Quote

<u>Company</u>	<u>Company Representative</u>	<u>Email</u>

Contract Term: **October 1, 2026, through September 30, 2029**

Requirement: Offeror must provide pricing in the below requested format. All pricing should be based on description of services to be offered and include all associated costs with no additional or hidden fees.

Solid Waste Disposal Services – MDCPS 750 North State Street							
Receptacle Type	Receptacle Size	Quantity	Pick-Up Frequency	Unit Price Per Pick-Up	Receptacle Rental Fee (per month)	Disposal Fee (per disposal)	Total Yearly Price
Self-Contained Compactor (Deodorized)	30 cu. yd.	1	As Needed*				
Open-Top Roll-Off Dumpster	30 cu. yd.	1	Upon request**				
Based on a maximum 4 Ton Load							TOTAL:
*3 Times per Month/Open-top Roll-Off (As needed)							
**As per indicated Scope of Services #12							

*Offeror shall **NOT** include any additional charges or additional line items in this form. Any additional charges included on this form may result in the quote being deemed non-responsive, and the quote will be rejected.*

By signing below, I certify that the above-mentioned information is true and complete, and I have the legal authority to bind the company. I understand that as a condition of award, I may be required to present documentation which verifies the accuracy of the information on this Quote Form, as well as, the required documents listed in this solicitation. Any incorrect and/or missing information is considered non-responsive and is subject to rejection. Modifications or additions to any portion of this Quote Request may be cause for rejection of the quote.

Company Name

Signature of Authorized Official

Date

Printed Name and Title of Authorized Official

The Offeror agrees that submission of this signed form is certification that the Offeror will accept an award made to it because of the submission.

ATTACHEMENT B

CERTIFICATIONS AND ASSURANCES

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

1. REPRESENTATION REGARDING CONTINGENT FEES

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

2. REPRESENTATION REGARDING GRATUITIES

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

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

4. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

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

Company Name

Signature of Authorized Official

Date

Printed Name and Title of Authorized Official

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

ATTACHEMENT C
DEBARMENT VERIFICATION FORM
Please Print/Type Clearly

Subgrantee's/Contractor's Name	
Authorized Official's Name	
UEI Number	
Address	
Phone Number	
Are you currently registered with www.sam.gov (Respond Yes or No)	
Registration Status (Type Active or Inactive)	
Active Exclusions (Type Yes or No)	

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 MDCPS (subcontractors, subrecipients, et al.) are not on the federal debarment list on www.sam.gov – System for Award Management or the State of Mississippi debarment list. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to MDCPS.

Company Name

Signature of Authorized Official

Date

Printed Name and Title of Authorized Official

ATTACHMENT D

Proprietary Information Form

The Respondent should mark any and all pages of this response considered to contain proprietary information. Such pages may remain confidential in accordance with Mississippi Code Annotated §§25-61-9 and 79-23-1 (1972, as amended). Each page of this response considered, by the Respondent, to contain trade secrets or other confidential commercial/financial information should be marked in the upper right hand corner with the word “CONFIDENTIAL.” Any pages not marked accordingly will be subject to review by the general public after the award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures. Failure to clearly identify trade secrets or other confidential commercial/financial information may result in that information being released in a public records request.

For all procurement contracts awarded by state agencies, the provisions of the contract which contain the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information, and shall be available for examination, copying, or reproduction.

If applicable, please indicate which parts/pages below that the contractor wishes to designate as proprietary. In addition, provide the specific statutory authority for the exemption. **If this is not applicable, please indicate with “N/A” below.**

- 1.
- 2.
- 3.
- 4.
- 5.

By signing below, I understand failure to clearly mark proprietary information as identified above may result in disclosure of such information as it will be subject to review by the general public after the award of the contract.

Company Name

Signature of Authorized Official

Date

Printed Name and Title of Authorized Official

ATTACHMENT E

Contract Draft Acknowledgment

Offer hereby signs and submits this formal acknowledgment confirming their receipt, review, and full understanding of the draft contract provided as Attachment G to this Quote Request. Offeror's signature below affirms acceptance of the terms, conditions, and obligations contained within the draft contract (Attachment G), and represents Offeror's agreement to be bound by the provisions of the contract once finalized.

Signature of Authorized Official

Date

Title of Authorized Official

Company Name

ATTACHMENT F

STATE OF MISSISSIPPI MINORITY VENDOR SELF CERTIFICATION FORM

Please complete the following information on this form and return it immediately to the Mississippi Department of Finance and Administration, Attention: Vendor File Maintenance, P.O. Box 1060, Jackson, Mississippi 39215. Forms may also be faxed to (601) 359-5525.

Name of Business: _____

Address: _____ Post Office Box: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Tax I.D.: _____

SAAS Vendor #s (if known): _____

MINORITY STATUS

As used in this provision, means a business concern that (1) is at least 51% minority-owned by one or more individuals, or minority business enterprises that are both socially and economically disadvantaged and (2) have its management and daily business controlled by one or more such individuals as ascribed under the Minority Business Enterprise Act 57-69 and the Small Business Act 15 USCS, Section 637 (a). See back of form for more information. Should you require additional information regarding your Minority Status, or need assistance in completing this form please call the Mississippi Development Authority, Minority Business Enterprise Division at 601-359-3448.

☐ Applicable

☐ Not Applicable

IF MINORITY STATUS IS APPLICABLE, PLEASE CHECK APPROPRIATE CODE BELOW:

Minority Business Enterprise

☐ A (Asian Indian)

☐ B (Asian Pacific)

☐ C (Black American)

☐ D (Hispanic American)

☐ E (Native American)

Women Business Enterprise

☐ M (Asian Indian)

☐ N (Asian Pacific)

☐ O (Black American)

☐ P (Hispanic American)

☐ Q (Native American)

☐ R (Other) Non-Ethnic Women

The undersigned certifies under the penalties (administrative suspension and/or ineligibility for participation) set forth in the Minority Business Enterprise Act 57-69, and the Small Business Act 15 USCS, Section 637 (a), that the company classification and selected information above is true and correct. The undersigned will advise of any change in such classification at once.

Business: _____ Signature: _____

Date: _____ Title: _____ Name Printed: _____

ATTACHMENT G

STATE OF MISSISSIPPI
MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
CONTRACT FOR SOLID WASTE DISPOSAL SERVICES
WITH
[Vendor Name]

1. Parties. The parties to this contract are the Mississippi Department of Child Protection Services (hereinafter “MDCPS”) and [Insert Vendor Name] (hereinafter “Independent Contractor”).
2. Purpose. The purpose of this contract is for [description of services provided]. Independent Contractor hereby agrees to render certain professional services described in Paragraph 3, “Scope of Services.”
3. Scope of Services. Independent Contractor will perform and complete Solid Waste Disposal Services in a timely and satisfactory manner as further detailed in the Scope of Services, attached hereto as Exhibit A, and in accordance with the “*2nd Modified Mississippi Settlement Agreement and Reform Plan*”, attached hereto as Exhibit B, and incorporated herein by reference.
4. Consideration. As consideration for the performance of this Contract, Independent Contractor shall be paid a total fee not to exceed [Contract Amount] (\$ _____) in accordance with rates, volumes, and frequencies as outlined in the budget attached hereto as Exhibit C.
5. Period of Performance. This contract will become effective for the period beginning October 1, 2026, and ending on September 30, 2028 upon the approval and signature of both parties hereto.
6. Renewal of Contract. The contract may be renewed at the discretion of MDCPS for a period [Two] (2) successive [two]-year period at the same rates, prices, terms, and conditions as in the original contract. Any renewal exercised under this provision shall extend the contract beyond the date of September 30, 2028.
7. Method of Payment & Billing. Independent Contractor shall be compensated on a monthly basis at the firm, fixed testing rate specified within Exhibit C. The testing rate shall remain firm for the duration of the term of the resultant contract or any renewal periods. The total compensation payable (as reflected in Section 4 of this contract) shall be based on the actual number of pick up] performed and properly invoiced at the agreed upon rates herein. Payments shall be submitted on invoices in a format agreed upon by MDCPS and the Independent Contractor. Invoices at a minimum, shall include: contract number, invoice number, and [other itemization categories from Ex. C. – Budget]. As requested by MDCPS, Independent Contractor hereby agrees to provide MDCPS supporting documentation for submitted invoices.

The final invoice is to be submitted no later than fifteen (15) days after the contract end date. Independent Contractor is classified as an independent contractor and not a contractual employee of MDCPS. As such, any compensation due and payable to Independent Contractor will be paid as gross amounts. Independent Contractor invoices shall submit invoices in the manner and frequency required by MDCPS. Independent Contractor invoices shall be submitted to MDCPS at contract.invoices@mdcps.ms.gov monthly, or at another frequency as requested by MDCPS, and include all services rendered for the invoiced month reflecting provided services. The email subject line for invoices submitted to the above email address shall include: (1) independent contractor name; (2) contract number; and (3) invoice number. MDCPS agrees to issue payment on approved invoice amounts pursuant to Mississippi Code Annotated § 31-7-301, *et seq.*

8. Coordination of Services. Independent Contractor shall coordinate the performance of services provided hereunder with and through the MDCPS Office of Administration and consult with said Office on specific courses of action throughout the life of the contract.
9. 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 Mississippi.
10. Availability of Funds. It is expressly understood and agreed that the obligation of MDCPS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, MDCPS shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the MDCPS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
11. Representation Regarding Contingent Fees. By executing the contract the Independent Contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the Independent Contractor cannot make such a representation, a full and complete explanation shall be submitted in writing to the MDCPS prior to contract execution.
12. Representation Regarding Gratuities. Independent Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MDCPS a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Independent Contractor further represents that no employee or former employee of MDCPS has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by Independent Contractor. Independent Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

13. Compliance with Laws. Independent Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.
14. Insurance. Independent Contractor represents that it will maintain workers' compensation insurance as required by the State of Mississippi which shall inure to the benefit of all the Independent Contractor's personnel provided hereunder; comprehensive general liability or professional liability insurance, and employee dishonesty insurance or fidelity bond insurance with third party liability coverage. All general liability, professional liability, employee dishonesty, and fidelity bond insurance will provide coverage MDCPS as an additional insured. MDCPS 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.
15. Indemnification. To the fullest extent allowed by law, Independent Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the MDCPS 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 attorneys' fees, arising out of or caused by Independent Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement.

In the MDCPS' sole discretion, upon approval of the Office of the Mississippi Attorney General and the MDCPS, Independent Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Independent Contractor defends said claim, suit, etc., Independent Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and the MDCPS. Independent Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the MDCPS shall be entitled to participate in said defense. Independent Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and the MDCPS, which shall not be unreasonably withheld.

16. Stop Work Order. The MDCPS may, by written order to Independent Contractor at any time, require Independent Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the MDCPS. Upon receipt of such an order, Independent Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the MDCPS. Upon expiration of the stop work order, Independent Contractor shall resume providing the services which were subject to the stop work order, unless the MDCPS has terminated that part of the agreement or terminated the agreement in its entirety. The MDCPS is not liable for payment for services which were not rendered due to the stop work order.
17. 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.

18. Termination.

- 1) *Termination for Convenience.* The MDCPS may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The MDCPS shall give written notice of the termination to Independent Contractor specifying the part of the contract terminated and when termination becomes effective. Independent Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Independent Contractor will stop work to the extent specified. Independent Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- 2) *Termination for Default.* If the MDCPS gives the Independent Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Independent Contractor shall have 30 days to cure the deficiency. If the Independent Contractor fails to cure the deficiency, the MDCPS may terminate the contract for default and the Independent Contractor will be liable for the additional cost to the MDCPS to procure the personal and professional services from another source. Termination under this paragraph could result in Independent Contractor being excluded from future contract awards pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

19. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by MDCPS upon written notice to Independent Contractor, if Independent Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Independent Contractor of an assignment for the benefit of its creditors. In the event of such termination, Independent 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.

20. Compliance with Equal Opportunity In Employment Policy. Independent Contractor understands that the MDCPS 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 Independent Contractor agrees during the term of the agreement that Independent Contractor will strictly adhere to this policy in its employment practices and provision of services.

21. 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.

Modifications shall not be initiated by the Independent Contractor within the last 90 days of the contract period, without prior approval from the Commissioner's Office.

22. Contract Assignment and 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 subcontractor relationship 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.
23. 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 or Contractor.
24. 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.
25. E-Payment. Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, *et seq.*
26. E-Verification. If applicable, Independent Contractor represents and warrants that it will ensure its compliance with the *Mississippi Employment Protection Act* and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Independent Contractor agrees to provide a copy of each verification upon request of the MDCPS subject to approval by any agencies of the United States Government. Independent 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 clause may subject Independent Contractor to the following: (1) termination of this contract and exclusion pursuant to Chapter 15 of the *Public Procurement Review Board*

Office of Personal Service Contract Review Rules and Regulations; (2) the loss of any license, permit, certification or other document granted to Independent Contractor by an agency, department, or governmental entity for the right to do business in Mississippi; or (3) both. In the event of such termination, Independent Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

27. Required Public Records and Transparency. Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall 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 pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be made available at the Agency for examination, inspection, or reproduction by the public. The Independent Contractor acknowledges and agrees that the MDCPS and this contract are subject to the *Mississippi Public Records Act of 1983* codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151, et seq.
28. Paymode. Payments by MDCPS using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Independent Contractor's choice. The MDCPS may, at its sole discretion, require Independent Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Independent Contractor understands and agrees that the Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.
29. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business listed herein. Notice shall be deemed given when actually received or when refused. MDCPS and Independent Contractor agree to promptly notify each other in writing of any change of address.

For the Agency:	For Contractor:
Mississippi Department of Child Protection Services Attn: Office of Contracts 750 N. State Street Jackson, MS 39202	[Independent Contractor Name] [Individual to Receive Notice] Street Address City, State Zip

30. 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 on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any offeror responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

31. Severability. If any term or provision of this Contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
32. 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.
33. Requirements Contract. During the period of the contract, Independent Contractor shall provide all the service described in the contract. Independent Contractor understands and agrees that this is a requirements contract and that MDCPS shall have no obligation to Independent Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of MDCPS for the period of the contract. The amount is only an estimate and Independent Contractor understands and agrees that MDCPS is under no obligation to Independent 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. Independent Contractor further understands and agrees that MDCPS 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.
34. Entire Agreement. This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understanding, and agreements, written or oral, between the parties relating thereto.
35. 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.
36. Force Majeure. Each party shall be temporarily 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, Independent Contractor shall notify the Agency in writing at its earliest reasonable

opportunity of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. All parties shall make reasonable efforts to minimize the impact of the force majeure event on contract performance. The MDCPS may exercise any rights it has under the contract which are available when neither party is in default.

37. Property Rights. Property rights do not inure to Independent Contractor until such time as services have been provided under a legally executed contract. Independent Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that the MDCPS may terminate this contract at any time for its own convenience.
38. Modification or Renegotiation Required by Change In Law. The parties agree to renegotiate the agreement in good faith if federal and/or state revisions to any applicable laws or regulations make changes in this agreement necessary. This agreement may be modified only by written agreement signed by the parties hereto and approval by the Public Procurement Review Board, if required.
39. No Limitation of Liability. Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.
40. Disclosure of Confidential Information Required by Law. In the event that either party to this Agreement receives notice that a third-party has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the other party's data or other information, the party subject to the subpoena or other legal process shall promptly inform the other party at the earliest reasonable opportunity, unless prohibited by law from doing so. Thereafter, the party subject to the legal process shall respond 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.*
41. Failure to Enforce Does Not Constitute Waiver. Failure by the MDCPS 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 MDCPS to enforce any provision at any time in accordance with its terms.
42. Information Designated by the Agency as Confidential. Any liability resulting from the wrongful disclosure of confidential information on the part of Independent Contractor, or its subcontractor(s) shall rest with Independent Contractor. Disclosure of any confidential information by Independent Contractor or its subcontractor(s) without the express written approval of the MDCPS may result in the immediate termination of this agreement.
43. Right to Audit. Independent Contractor shall maintain such financial records and other records as may be prescribed by the MDCPS or by applicable federal and state laws and regulations. Independent Contractor shall retain these records for a period of three years after final payment, or until they are audited by the MDCPS, 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 MDCPS, the Mississippi State Auditor’s Office, and/or other entity of the state.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures below, after first being authorized so to do.

By: _____
**Mississippi Department of Child
Protection Services**
Andrea Sanders
Commissioner

By: _____
[Contractor Name]
[Contractor Signatory]
[Signatory Title]

ATTACHMENT H

ACKNOWLEDGEMENT OF AMMENDMENTS

I, _____, acknowledge that RFP No. 2024ICCCP001 has been
Authorized Official's Name

amended on _____ to include the following:
Date

I, _____, understand that proposals will **only** be accepted from
Authorized Official's Name
proposers who submit this acknowledgement of amendment # _____.

Name of Company

Authorized Official's Typed Name/Title

Signature of Authorized Official

Date

**This acknowledgement should be enclosed in accordance with the instructions located in
Section 5 of this QR.**