

INVITATION FOR BIDS

IFB 22-2 Rfx Number3160005322

Issue Date: August 11, 2022

CLOSING TIME AND DATE

Bids must be received by:
5:00 PM CST, August 30, 2022

CLOSING LOCATION

EAST MISSISSIPPI STATE HOSPITAL
1818 COLLEGE DRIVE
MERIDIAN, MS 39307

BID COORDINATOR

ANDREA DAVIS, PROCUREMENT TEAM LEADER

Telephone: (601)581-7666

E-mail: adavis@emsh.ms.gov

GENERAL INSTRUCTIONS

Section 1 – Background, Authority, and Purpose

The East Mississippi State Hospital (hereinafter “Agency”) has issued this solicitation for the purpose of soliciting sealed bids from qualified providers to provide Laboratory Services.

Section 2 – Timeline

- Invitation for Bid Issue Date: August 11, 2022
- Questions and Requests for Clarification to Agency Deadline: August 18, 2022
- Anticipated Posting of Written Answers to Questions: August 25, 2022 CST
- Bid Package Submission Deadline: August 30, 2022, 5:00 PM CST
- Bid Opening: August 30, 2022, 5:01 PM CST
- Anticipated Date of the Notice of Intent to Award: August 31, 2022
- Anticipated Post-Award Debriefing Request Due Date: September 2, 2022
- Anticipated Post-Award Debriefing Held By Date: September 7, 2022
- Anticipated Protest Deadline Date: September 9, 2022

Section 3 – Contact and Questions/Requests for Clarification

3.1 Bidders must carefully review this solicitation, the contract, risk management provisions, and all attachments for defects, questionable, or objectionable material. Following review, vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the questions and requests for clarifications, vendors shall submit any such question via email by the deadline reflected in Section 2. All questions and requests for clarifications must be directed by email to:

Andrea M. Davis, Procurement Team Leader
Telephone: (601)581-7666
E-mail: adavis@emsh.ms.gov

3.2 Vendors should enter “IFB RFx Number 3160005322 - Questions” as the subject for the email. Question submittals should include a reference to the applicable IFB section and be submitted in the format shown below:

	IFB Section, Page Number	Vendor Question/Request for Clarification
1.		

3.3 Official responses will be provided only for questions submitted as described above and only to clarify information already included in the IFB. The identity of the organization submitting the question(s) will not be revealed. All questions and answers will be published on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency's website as an amendment to the IFB by the date and time reflected in Section 2.

3.4 The agency will not be bound by any verbal or written information that is not contained within this IFB unless formally noticed and issued by the contact person as an IFB amendment. Bidders are cautioned that any statements made by agency personnel that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

3.5 All vendor communications regarding this IFB must be directed to the Bid Coordinator. Unauthorized contact regarding the IFB with other employees of the agency may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the State.

3.6

No Pre-Bid Conference, Tour, or Site Visit will be held for this IFB.

3.7 Acknowledgement of Amendments: Should an amendment to the IFB be issued, it will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency's website 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 agency by the time, date, and at the place specified for receipt of bids. It is the bidder's sole responsibility to monitor the websites for any updates or amendments to the IFB.

3.8 Bidder must provide a signed Acknowledgements of IFB Amendment(s), Questions and Answer document(s), and/or Summary of Pre-Bid Conference, Tour, or Site Visit, if any were issued/posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency's website.

3.9 The IFB is comprised of the base IFB document, any attachments, any amendments issued prior to the submission deadline, and any other documents released before contract award.

Section 4 – Scope of Work

Contractor shall perform and complete in a timely and satisfactory manner the services described In Attachment "1", captioned "Scope of Work", which is attached hereto and made

a part hereof by reference. The scope of work is from procurement IFB 22-2 Laboratory Services, which was issued by the Agency and incorporated herein by reference.

4.1.0 The Contractor shall:

- 4.1.1** Lab must be within 40 miles of East Mississippi State Hospital to ensure the integrity and the quality of the specimens to be tested.
- 4.2.1** Assign a Contractor Account Representative to work directly with the Contracting Agency Representative.
- 4.2.2** Ensure all Contractor personnel are well-groomed and in uniform or have visible identification at all times. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms with visible company logo appropriately and easily identifiable. Contractor identification badges as well as personal identification of the individual employee shall be worn and clearly visible while on state property. Contractor personnel may be required to provide photographic identification for inspection upon entering state facilities.
- 4.2.3** All state facilities are non-smoking; the Contractor and its personnel must adhere to this requirement. The use of tobacco products is prohibited, except within designated smoking areas.
- 4.2.4** It is illegal to have in one's possession any illegal drug or alcoholic beverage while on state property.
- 4.2.5** The Contractor's employees should refrain from using foul, abusive, or profane language on state property.
- 4.2.6** The Contracting Agency reserves the right to inspect and search all Contractor personnel and/or vehicles anytime while on facility grounds.
- 4.2.7** Contractors are required to sign-in and sign-out at most state facilities. Security provisions for all state facilities must be strictly observed.
- 4.2.8** Be responsible for all damages and shall be held responsible for replacing or repairing any damage due to negligence on the part of the Contractor or Contractor personnel to any person(s) and/or property. The Contractor shall replace and repair any damage to any building or property, including but not limited to the replacement of any cracked or broken concrete (sidewalks, curbs, etc.) caused by on-site activities.

Contracting Agency may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property.

- 4.2.9** Exercise precautions at all times for the protection of persons (including employees) and property. The Contractor shall make such investigations to enable them to fully understand the facilities, difficulties, and restrictions attending the execution of the work on-site. The project shall at all times be properly supervised and adequately manned by an experienced crew of appropriate size. All work shall be accomplished by skilled workers familiar with and trained to do this type of work. Workers shall be qualified to operate and/or use the equipment necessary to accomplish this work. The Contractor shall be responsible for the supervision and direction of the work performed by its personnel. The Contractor shall be responsible for instructing its personnel in all safety measures. All equipment used by the Contractor shall be maintained in safe operating condition at all times, and be free from defects or wear that may in any way constitute a hazard to any person or persons on state property. All incidents involving agency property or personnel shall be reported to the designated agency contact immediately upon occurrence.
- 4.2.10** Abide by all State and/or agency policies, procedures, ordinances, and/or laws pertaining to the Contracting Agency's operation at all times, including but not limited to the items listed above. Deviations from these policies by the Contractor or its personnel will not be tolerated and will be considered grounds for contract termination.
- 4.2.11** Perform all services provided in the contract between the bidder/Vendor and the Contracting Agency in accordance with customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agents. The Contractor shall be responsible for the complete performance of all work; for the methods, means, and equipment used; and for furnishing all materials, tools, apparatus, and property of every description used in connection therewith. No statement within this IFB shall negate compliance with any applicable governing regulation. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used.

Section 5 - Basis for Award

- 5.1** All bids will be reviewed first to determine whether a vendor is responsive, responsible, and/or acceptable. Requirements are not assigned a point percentage and/or score, but are instead simply recorded as PASS or FAIL. Bids with errors that do not alter the substance of the bid can be accepted, and the Agency Chief Procurement Officer may allow the bidder to

correct the problem prior to review as long as the irregularities are insignificant mistakes that can be waived or corrected without prejudice to other bidders.

5.2 The agency 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 the agency to properly evaluate the bid, the agency 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.

5.3 All bids which are determined to be responsive, responsible, and/or acceptable will continue on to the price bid or cost evaluation. The lowest cost bid will receive the maximum 100 points allocated to cost. The point allocations for cost on the other bids will be evaluated according to the following formula: Price of the lowest responsive and responsible bid divided by the price of the responsive and responsible bid being rated times the maximum 100 points allocated for cost equal the awarded points.

5.4

The agency intends to award one or more contract(s) to provide the services described in this IFB to the lowest responsible and responsive bidder(s). This IFB may result in a single or multiple award, depending on which is in the best interest of the agency/state. The number of awards is at the sole discretion of the Agency.

Section 6 – Minimum Bidder Qualifications

The vendor must have:

6.1 Prior Experience Contractor must have been in business and provided services similar in requirements and scale to those described in this IFB for a minimum of 10 years.

6.2 Required Certification, Accreditation, and/or Licenses: All bidders must be a licensed clinical laboratory and can provide proof of accreditation from the College of American Pathologists' Clinical Laboratory Improvement Act ("CLIA"). Contractor shall provide notarized copies of all valid licenses and certificates required for performance of the work. The notarized copies shall be delivered to the agency no later than ten days after Contractor receives the Notice of Intent to Award from the agency. Current notarized copies of licenses and certificates shall be provided to the agency within twenty-four hours of demand at any time during the contract term. Contractor must possess and maintain the minimum vendor certifications, accreditations, and/or licensures.

6.3 A minimum score of six (6) on the Reference Score Sheet (Attachment D) from reference interviews by agency 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.

6.4 The bidder may be required before the award of any contract to show to the complete satisfaction of the agency that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the agency in regard to the bidder's qualifications. The agency may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the agency all information for this purpose that may be requested. The agency reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the agency that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

1. the ability, capacity, skill, and financial resources to perform the work or provide the service required;
2. the ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference;
3. the character, integrity, reputation, judgment, experience, and efficiency of the bidder; and,
4. the quality of performance of previous contracts or services.

Section 7 – Duration

The estimated period of performance of any contract resulting from this IFB is tentatively scheduled to begin on or about October 1, 2022 and to end on September 30, 2026. The agency reserves the right to renew the contract for up to one additional year period at the sole discretion of the Agency.

Section 8 – Bid Submission Requirements

8.1 Submission Format

8.1.1 Bid Cover Sheet (Attachment A)

8.1.2 Bid Form (Attachment B) - all pricing must be submitted on the bid form. Failure to complete and/or sign the bid form may result in bidder being determined nonresponsive.

8.1.3 References (Attachment C) - 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. Agency staff 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. Agency staff will not track down references. Bidders should verify before submitting their bid that the contact person and phone number are correct for each reference. **Agency 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 agency 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 6.5 and Attachments C and D.) Only bidders who are found responsive and/or responsible will have their bids considered. Bidder may submit as many references as desired. Agency staff will begin contacting references at the top of the list and will continue down the list until they have completed Reference Score Sheets for two (2) references. After two (2) score sheets are completed, the reference check process will end.

8.1.4 Exhibit E – Lab Tests Pricing

8.2 Submission Requirements

8.2.1 The signed original bid package, 1 copy of the signed original bid package submitted in a sealed envelope or package to East Mississippi State Hospital no later than the time and date specified for receipt of bids.

8.2.2 The sealed envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bids 5:00 PM CST, August 30, 2022; IFB Number 22-2. Bids are subject to rejection unless submitted with the information included on the outside the sealed bid envelope or package.

8.2.3 Sealed bids should be mailed or hand-delivered to and labeled as follows:

IFB for Laboratory Services
IFB RFX Number 3160005322
Opening Date: 5:00 PM CST, August 30, 2022
East Mississippi State Hospital
Attention: Andrea Davis
1818 College Drive
Meridian, Mississippi 39307
SEALED BID – DO NOT OPEN

8.2.4 All bid packages must be received by the agency no later than 5:00 PM CST, August 30, 2022. Bids submitted via facsimile (fax) machine **will not** be accepted. It is suggested that if a bid is mailed to the agency, it should be posted in certified mail with a return receipt requested. The agency will not be responsible for mail delays

or lost mail. All risk of late arrival due to unanticipated delay – whether delivered by hand, U.S. Postal Service, courier or other delivery service or method – is entirely on the vendor. All vendors are urged to take the possibility of delay into account when submitting a bid.

- 8.2.5** Timely submission of the bid package is the responsibility of the bidder. Bids received after the specified time will be rejected and maintained unopened in the procurement file. A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it has been determined by the agency that the late receipt was due solely to mishandling by the agency after receipt at the specified address.
- 8.2.6** The time and date of receipt will be indicated on the sealed bid envelope or package by agency staff. The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.
- 8.2.7** Each page of the bid form and all attachments shall be identified with the name of the bidder.
- 8.2.8** Failure to submit a bid on the bid form provided will be considered cause for rejection of the bid. **Modifications or additions to any portion of the bid document may be cause for rejection of the bid.** The agency reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive.
- 8.2.9** Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the IFB Exception(s) form, **Attachment G**. 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. The bid must contain a high degree of acceptance of contract terms and conditions listed in **Attachment E and F** of this IFB.
- 8.2.10** 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. The agency reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the agency of non-responsiveness based on the submission of nonconforming terms and conditions.

8.2.11 As a precondition to bid acceptance, the agency 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.

8.2.12 Any bidder claiming that its response contains information exempt from the Mississippi Public Records Act (Miss. Code Ann. §§ 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.

Section 9 – 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.

Section 10 – 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 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.

Section 11 – 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 seven (7) business days of being notified by the agency that it has been selected for contract award.

Section 12 – Insurance, Bonds, or Other Sureties

12.1 Each successful bidder shall, at its own expense, obtain and maintain insurance, bond, or other surety which shall include the following types and coverage limits:

12.1.1 Workers Compensation coverage as required by the State of Mississippi. The policy shall provide coverage for all states of operation that apply to the performance of scope of work.

12.1.2 Comprehensive General or Commercial Liability – at least \$1,000,000 per claim and \$3,000,000 annual aggregate each occurrence for bodily injury, personal injury, accidental death, and property damage.

12.1.3 Professional Liability insurance, with minimum limits of \$1,000,000 per occurrence and \$3,000,000 per occurrence limit for multiple claimants.

12.1.4 In the event that services delivered pursuant to this contract involve the use of vehicles, whether owned, non-owned, or hired by the Contractor, Motor Vehicle insurance shall be required. Motor Vehicle insurance covers all owned, non-owned, or hired vehicles.

a. Motor Vehicle Liability insurance covering all vehicles, owned or otherwise, used in the contract work with limits of at least \$1,000,000 per occurrence for injuries including accidental death to any person and subject to the same limit for each person for any one accident involving two or more.

b. Motor Vehicle Property Damage insurance covering all property damage by motor vehicle with limits of at least \$100,000 per occurrence limit for any single claimant; and \$300,000 per occurrence limit for multiple claimants.

12.2 Additionally:

12.2.1 In no event shall the requirement for an insurance, bond, or other surety be waived.

12.2.2 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

12.2.3 Contractor shall submit to Agency within 7 days of notification of intent to award, a certificate of insurance and/or bond which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within 7-day period may be cause for your bid to be declared non-responsive or for your contract to be cancelled.

12.2.4 Contractor shall obtain at Contractor's expense the insurance and/or bond requirements specified in the procurement and contract prior to performing under this Contract, and Contractor shall maintain the required insurance and/or bond coverage throughout the duration of this Contract and all warranty periods. There are no provisions for exceptions to this requirement.

12.2.5 Contractor shall not commence work under this contract until it obtains all insurance and/or bond required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. After work

commences, the Contractor will keep in force all required insurance and/or bond until the contract is terminated or expires.

- 12.2.6** Contractor shall submit renewal certificates as appropriate during the term of the contract.
- 12.2.7** Contractor shall instruct the insurers to provide the Agency 30 days advance notice of any insurance cancellation.
- 12.2.8** Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance and/or bond coverage(s), that written notice will be delivered to the Agency Chief Procurement Officer.
- 12.2.9** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance and/or bond coverage(s) to Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Agency.

Section 13 – Bid Opening

Bid opening will be open to the public; however, this will include opening, reading, and listing the name of each bidder and the bid price of 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.

Section 14 – Award Notification

Award(s) for this procurement will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency website at <http://www.emsh.ms.gov>. Bidders will be notified via e-mail of the awards. Additionally, a letter will be sent to all bidders.

Section 15 – Procurement Methodology

15.1 Restrictions on Communications with Agency and Agency Staff

At no time shall any bidder or its personnel contact, or attempt to contact, any agency staff regarding this IFB except the contact person as set forth and in the manner prescribed in Section 3.

15.2 Bidder Investigations

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the agency upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

15.3 Expenses Incurred in Preparing Bid

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

15.4 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 prices bid. The prices quoted shall be inclusive of, but not limited to the following: [all required labor; all required equipment/material; all required insurance, bond, or other surety; all required overhead; all required profit; all required vehicles; all required fuel and mileage; all required labor and supervision; all required training; all required business and professional licenses, certifications, fees, or permits; and, any and all other costs]. All pricing should include all associated costs with no additional or hidden fees.

15.5 Rejection of Bids

A bid response that includes terms and conditions that do not conform to the terms and conditions in the IFB document is subject to rejection as non-responsive. Further, submission of a bid form that is not complete and/or signed is subject to rejection as non-responsive. The agency reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the agency staff 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.

15.6 Withdrawal of Bids

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:

- (1) The bid is submitted in good faith;
- (2) The price bid is substantially lower than those of other bidders because of a mistake;
- (3) The mistake is a clerical error, not an error of judgment; and,
- (4) 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.

To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to the agency of claim of right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to the agency all original work papers, documents, and other materials used in the preparation of the bid.

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 the agency. No explanation is required.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded, or otherwise benefit from the contract.

No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted.

15.7 Post-Award Vendor Debriefing

A bidder, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the Procurement Team Leader, Andrea Davis within three (3) business days of notification of the contract award. A post-award vendor 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 Procurement Team Leader, Andrea Davis in writing and identify its attorney by name, address, and telephone number. The agency 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 Vendor 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 *PPRB OPSCR Rules and Regulations* as updated and replaced by PPRB.

15.8 Protests

Any actual or prospective bidder who is aggrieved in connection with this solicitation or the outcome of this IFB may file a protest with the Procurement Team Leader, Andrea Davis. The protest shall be submitted within seven (7) calendar days of notification of the contract award or on or before 5:00 PM CST, September 9, 2022, in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. The written protest letter shall contain an explanation of the specific basis for the protest. 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) and regulation(s) or procedure(s) on which the protest is based. The protesting bidder must provide facts and evidence to support the protest. A protest is considered filed when received by the Procurement Team Leader, Andrea Davis via either U.S. mail, postage prepaid, or by personal delivery. Protests filed after 5:00 PM CST, September 9, 2022, will not be considered.

Section 16 – Required Contract Terms and Conditions

Any contract entered into with the Contracting Agency pursuant to this IFB shall have the required clauses found in Attachment E and those required by the *PPRB OPSCR Rules and Regulations* as updated and replaced by PPRB. The agency discourages exceptions from these required clauses. Such exceptions may cause a bid to be rejected as non-responsive. Bids which condition the bid based upon the State accepting other terms and conditions not found in the IFB, or which take exception to the State's terms and conditions, may be found non-responsive, and no further consideration of the bid will be given.

Section 17 – Optional Contract Terms and Conditions

Any contract entered into with the Contracting Agency pursuant this IFB may have, at the discretion of the Contracting Agency, the optional clauses found in Attachment F and those within the *PPRB OPSCR Rules and Regulations* as updated and replaced by PPRB. The agency discourages exceptions from these optional clauses. Such exceptions may cause a bid to be rejected as non-responsive. Bids which condition the bid based upon the State accepting other terms and conditions not found in the IFB, or which take exception to the State's terms and conditions, may be found non-responsive, and no further consideration of the bid will be given.

Section 18 – Agency Website

This IFB, questions and answers concerning this IFB, and the Notice of Intent To Award will be posted on the agency website at <http://www.emsh.ms.gov> and on the Mississippi Contract/Procurement Opportunity Search Portal website.

Section 19 – Attachments

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

Attachment A

BID COVER SHEET

Bids are to be submitted as listed below, on or before 5:00 PM CST, August 30, 2022.

PLEASE MARK YOUR ENVELOPE:

IFB for Laboratory Services
IFB RFX Number 3160005322
Opening Date: August 30, 2022
EAST MS STATE HOSPITAL
Attention: Andrea Davis
1818 College Drive
Meridian, Mississippi 39307
SEALED BID – DO NOT OPEN

Name of Company: _____

Quoted By: _____

Signature: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax Number: _____

E-Mail Address: _____

Name and phone number of Company Representative to be contacted by Agencies seeking to contract for services pursuant to this IFB: _____

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 has the firm been in 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. _____

Is your lab located within 40 miles of EMSH to ensure the integrity and quality of the specimens to be tested _____

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. _____

Is your company licensed and/or certified to provide Laboratory Services required by any and all applicable Federal and State law(s)? _____

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 Laboratory Services in the past two years? _____

What is the largest customer your company has provided Laboratory Services for in the past two years? _____

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

Attachment B

BID FORM

Company	Contact Person	Telephone Number

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

1. All required equipment/material;
2. All required insurance, bond, or other surety;
3. All required overhead;
4. All required profit;
5. All required vehicles;
6. All required fuel and mileage;
7. All required labor and supervision;
8. All required business and professional certifications, licenses, permits, or fees; and,
9. Any and all other costs.

All pricing for Laboratory Services should include all associated costs for the items with no additional or hidden fees.

Unit Description	Unit Price

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

1. That he/she has thoroughly read and understands the Invitation for Bids and Attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in the Invitation for Bids and Attachments thereto;
3. That the company agrees to all provisions of the Invitation for Bids and Attachments thereto including, but not limited to, the Required and Optional Clauses to be included in any contract resulting from this IFB (Attachments E and F);
4. That the company will perform the services required at the prices quoted above;
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. The Contractor represents that its workers are licensed, certified and possess the requisite credentials to Laboratory Services; and,
7. **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 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.
8. **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 prices bid/offered.
9. **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES:** The prospective contractor represents as a part of such Contractor's bid that such Contractor *has not* retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
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 other contingent fee, except as disclosed in the 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 *PPRB OPSCR Rules and Regulations*.

Company Name: _____

Printed Name of Representative: _____

Date: _____

Signature: _____

Note: Failure 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

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. Agency staff must be able to contact two references within two (2) business days of bid opening to be considered responsive or no later than September 9, 2022.

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: _____

Attachment D

References Score Sheet

**IFB 22-2
IFB for Laboratory Services**

TO BE COMPLETED BY AGENCY STAFF ONLY

Company Name: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Service From/To Dates: _____

Able to provide Laboratory services when you called?	Yes	No
Satisfied with the Laboratory services provided? If no, please explain.	Yes	No
Vendor easy to work with in scheduling Laboratory services?	Yes	No
Was the Laboratory services completed on time and within budget?	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

Bidder must have a minimum of 6 "yes" answers on the questions above from two references (total of 12 "yes" answers) to be considered responsible and for its bid to be considered.

Score: Pass/Fail

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

A "yes" to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.

Notes: _____

Called by: _____
EXHIBIT

Signature

Title

Date

EXHIBIT E – LAB TESTS

TEST	CPT	PRICE
ABO Blood Group and Rh	Multiple	
Acetaminophen	80143	
Albumin	82040	
Alkaline Phosphate	84075	
ALT (SGPT)	84460	
Amikacin	80150	
Ammonia	82140	
Amylase- serum	82150	
ANA	86038	
Anti-Neutrophilic Cytoplasmic Antibody	86036	
ASO	86063	
AST (SGOT)	84450	
Basic Metabolic Panel	80048	
BCR-ABL	Multiple	
Beta 2 Microglobulin	82232	
Bilirubin-direct	82248	
Bilirubin-total	82247	
BNP	83880	
BUN	84520	
C3	86160	
C4	86160	
CA 125	86304	
CA 15-3	86300	
CA 19-9	86301	
CA 27-29	86300	
Calcium	82310	
Carbamazepine	80156	
CBC/Auto Diff	85025	
CCP Ab IgG	86200	
CEA	82378	
Chloride	82436	
Cholesterol	82465	
CKMB	82553	
CMB IGG	86644	
CMV IGM	86645	
CO2	82374	
Comprehensive Metabolic Panel	80053	
Cortisol	82533	
CPK (CK)	82550	
C-Reactive Protein	86140	

TEST	CPT	PRICE
Creatinine	82565	
Creatinine-24 hr urine	82570	
D-Dimer, Quantitative	85379	
Digoxin	80162	
Dilantin (Phenytoin)	80185	
Drug Screen (7 drugs)	80307	
EBV Ab VCA IgG	86665	
EBV Ab VCA IgM	86665	
Electrolyte Panel	80051	
Estradiol	82670	
Estrogens, Total	82671	
Ethanol	82077	
Ferritin	82728	
Fetal Screen	85460	
Fibrinogen	85384	
Folate	82746	
Free T3	84481	
Free T4	84439	
FSH	83001	
G6PD	82955	
Gabapentin (Neurontin)	80171	
Gamma GT	82977	
Gentamicin	80170	
Glucose	82947	
HCG, Serum, Qualitative	84703	
HCG Quant	84702	
HDL Cholesterol	83718	
Hematocrit	85014	
Hemoglobin	85018	
Hemoglobin A1c	83036	
Hemoglobin Electrophoresis	83020	
Hepatic Function Panel	80076	
Hepatitis Acute Profile	80074	
Hepatitis B Surface AB	86706	
Hepatitis B Surface Antigen	87340	
Hepatitis C Ab	86803	
Hepatitis C Viral (HCV) RNA, Quant Real-Time	87522	
Hgb and Hct	Multiple	

HIV 1&2	87389	
HIV, Ab Confirm/ Differentiation	Multiple	
TEST	CPT	PRICE
Homocysteine, Serum	83090	
HSV IgG 1,2 Specific	Multiple	
Immunofixation Electrophoresis; Serum	86334	
Immunofixation Electrophoresis; Urine	86335	
Insulin	83525	
Iron	83540	
Iron and TIBC	Multiple	
Keppra (Levetiracetam)	80177	
Kleihauer Betke	85461	
Lactate Dehydrogenase	83615	
Lactic Acid	83605	
Lamotrigine Level	80175	
LDH	83615	
Lipase	83690	
Lipid Panel w/HDL	80061	
Lithium	80178	
Lyme Disease Antibody	86818	
Immunoblot Reflex for Positive Screens	86617 X2	
Mab/Creat Ratio	Multiple	
Magnesium	83735	
Manual Differential (included in CBC)	85007	
Methymalonic Acid Serum	83921	
Microalbumin spot	82043	
Myoglobin	83874	
Pap Smear	88142	
Parathyroid Hormone	83970	
Phenbarbital	80184	
Platelet Count/ Auto	85049	
Potassium	84132	
Prealbumin	84134	
Pregnancy Test Urine	81025	
Progesterone	84144	
Prograf/Tacrolimus	80197	
Protein Electrophoresis, Serum	84165	
Protein Electrophoresis, Urine	84166	
Prothrombin Time	85610	
PSA	84153	
PSA, Free	84154	

PTH with Calcium	Multiple	
PTT	85730	
TEST	CPT	PRICE
RA Quant	86431	
RA Screen	86430	
Renal Function Panel	80069	
Reticulocyte Count	85045	
RPR	86592	
Salicylate	80179	
Sed Rate	85651	
SGOT (AST)	84450	
SGPT (ALT)	84460	
Sickle Screen	85660	
Sodium	84295	
Spotted Fever Ab (IgG & IgM)	Multiple	
Syphilis Antibody with reflex to RPR	86780	
T3	84480	
T3, Free	84481	
T4, Free	84439	
T4, Total	84436	
Testosterone	84403	
Testosterone Free & Total	Multiple	
Theophylline	80198	
Thyroid profile (Free T4 & TSH)	Multiple	
Thyroxine (T4)	84436	
TIBC	83550	
Tobramycin	80200	
Total Protein-serum	84155	
Total Protein-urine	84156	
Transferrin	84466	
Treponema Antibodies Test	86780	
Trichomonas PCR	87661	
Triglycerides	84478	
Triiodothyronine	84480	
Troponin	84484	
TSH	84443	
Uric Acid	84550	
Urinalysis	81003	
Urinalysis Complete	81001	
Valproic Acid (Depakote)	80164	
Vancomycin	80202	

Viral Culture	87252	
Vitamin B1, WB	84425	
TEST	CPT	PRICE
Vitamin B12	82607	
Vitamin B12 & Folate	Multiple	
Vitamin D	82306	
Vitamin D25	82306	
WBC	85048	
Zinc, Serum	84630	
Zonisamide Level	80203	

Microbiology

TEST	CPT	PRICE
Adenovirus	86603	
Affirm Vaginitis Panel	Multiple	
C-Diff pcr	87493	
COVID Testing, PCR	U0002	
COVID Testing, Rapid	87426	
COVID Testing, Rapid with FLU Antigen	87428	
Chlamydia by PCR	87491	
Cryptococcal Antigen	86403	
Crptosporidium Ag	87328	
Culture-Anaerobic	87075	
Culture Blood	87040	
Culture-Body Fluid	87070	
Culture-ear, nose, throat	87070	
Culture, Group A Strep	87081	
Culture Identification	87077	
Culture-lower respiratory	87070	
Culture-stool	Multiple	
Culture-urine	87086	
Culture-wound	87070	
Culture-fungus	87101	
Enteric Pathogen Panel PCR	87506	
Giardia Antigen	87329	

Gonorrhoeae by PCR	87591	
Gram Stain	87205	
Group B Strep, PCR	87653	
H. Pylori Breath Tek	83013	
H. Pylori Stool Antigen	87338	
India Ink	87210	
Meningitis Panel	87147 X 4	
MRSA Screen	87641	
Occult Blood Stool	82270	
OCP	87177	
Quantiferon TB Gold	86481	
Rotavirus	87425	
Sensitivity	87186	
Stool Antigen Text; Campylobacter	87899	
Trichomonas PCR	87661	
WBC Stool	89055	