

# MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

## AMENDMENT NO. 1

### INVITATION FOR BIDS

IFB Number: MDEQ-IFB06272019

To Provide: Professional Laboratory Services

July 10, 2019

This Amendment No. 1 (“Amendment”) hereby amends or modifies the IFB referenced above, by making the following changes to the specific sections, subsections, and attachments referenced below. Changes are indicated below as either bolded and underlined (e.g. example), which indicates an addition, or bolded and stricken through (e.g. ~~example~~), which indicates a deletion. All other sections and subsections of the IFB and its attachments not changed as indicated below, remain in full force and effect.

## SECTION 1

### 1.1 Bid Acceptance Period

The original and two (2) copies of the bid form, three (3) total shall, be signed and submitted in a sealed envelope or package to 515 East Amite Street, Jackson, MS 39201 no later than the time and date specified for receipt of bids. Timely submission of the bid form is the responsibility of the bidder. Bids received after the specified time shall be rejected and returned to the bidder unopened. The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bids. The time and date of receipt shall be indicated on the envelope or package by Mississippi Department of Environmental Quality (“MDEQ”). Each page of the bid form and all attachments shall be identified with the name of the bidder. Failure to submit a bid on the bid form provided shall be considered just cause for rejection of the bid. Modifications or additions to any portion of the procurement bid document may be cause for rejection of the bid. MDEQ reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, MDEQ may request the bidder to withdraw or modify those portions of the bid deemed nonresponsive that do not affect quality, quantity, price, or delivery of the service.

### 1.4 Registration with Mississippi Secretary of State

By submitting a bid, the bidder certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

### 1.5 Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or Federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or the federal government.

## 1.8 Type of Contract

Compensation for services will be in the form of an Indefinite Quantity contract a firm fixed price agreement.

An indefinite quantity contract is a contract for an indefinite amount of services to be furnished at specified times, or as ordered, that establishes unit prices of a fixed-price type. Generally, an approximate quantity or the best information available as to quantity is stated in the solicitation. The contract may provide a minimum quantity the State is obligated to procure and may also provide for a maximum quantity provision that limits the State's obligation to procure.

# SECTION 2

## 2.1 Purpose

Mississippi Department of Environmental Quality is seeking to establish a contract to provide Professional Laboratory Services for bacteriological analysis in support of Mississippi's Beach Monitoring Program and Water Quality Improvement Programs on the Mississippi Gulf Coast. It is understood that any contract resulting from MDEQ-IFB06272019 requires approval by the Personal Service Contract Review Board Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review. If any contract resulting from MDEQ-IFB06272019 is not approved by the Personal Service Contract Review Board Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review, it is void and no payment shall be made.

## 2.2 Scope of Services

1) The Contractor will analyze weekly samples from each of Mississippi's twenty-one (21) beach locations for *Enterococci* as directed below:

- a. Analysis for contact season April 1 and ending September 30 the same year. Should the sample exceed the Beach Action Value ("BAV") set by MDEQ, additional samples will be collected, by MDEQ, and delivered to the contract laboratory for analysis until the BAV has not exceeded two samples in a row. There will be occasional weekend analysis required, including holiday weekends between Memorial Day and Labor Day. MDEQ also collects quality assurance samples including both field blanks and field duplicates 10% of the time that require analysis.
- b. Analysis for non-contact season October 1 and ending the following year March 31. Should the sample exceed the Beach Action Value ("BAV") set by MDEQ, additional samples will be collected, by MDEQ, and delivered to the contract laboratory for analysis until the BAV has not exceeded two samples in a row. If analysis is required on a weekend, MDEQ will collect a sample and deliver the sample to the contract lab the following business day for analysis. No weekend analysis will be required. MDEQ also collects quality assurance samples including both field blanks and field duplicates 10% of the time that require analysis.

- 2) The Contractor will analyze weekly samples from pre-determined locations for Enterococci or E.coli as directed below:
  - a. Analysis for saline and brackish water samples for Enterococci using the membrane filter procedure EPA model 1600 and freshwater samples for E.coli using M-Coli Blue Hach Method 10029. There will be occasional weekend analysis required, including holiday weekends between Memorial Day and Labor Day. MDEQ also collects quality assurance samples including both field blanks and field duplicates 10% of the time that require analysis.
- 3) The Contractor will maintain laboratory facilities, trained personnel, equipment and supplies at a sufficient level to meet the bacteriological analytical needs of MDEQ Beach Monitoring Program and Water Quality Improvement Program.
- 4) The Contractor will maintain a quality assurance program as outlined in Section 9020 of The Standards Methods of Examination of Water and Wastewater (22nd Edition). Any documents describing the quality assurance program shall submitted with any bid.
- 5) The Contractor will analyze all water samples for enterococci using the membrane filter procedure as prescribed by USEPA Method 1600: Enterococci in Water by Membrane Filtration Using membrane-Enterococcus Indoxyl-β-D-Glucoside Agar (mEI) December 2009.
- 6) The Contractor will provide results, in an electronic format provided by MDEQ, to designated MDEQ personnel as soon as results are available but no later than twenty-four (24) hours after receipt of samples via electronic transmission. Any corrected data must be provided within three (3) days of initial sample receipt.
- 7) The Contractor's lab facilities **where the work is to be conducted** shall be no further than a 30-mile radius from MDEQ's South Regional Office (SRO). The SRO is located at 1141 Bayview Avenue, Biloxi, MS 39530. This is due to the strict holding times for sample preservation and sample analysis.
- 8) The Contractor will provide results in an electronic format weekly.
- 9) The Contractor will perform additional samples as requested by MDEQ.

## SECTION 5

### 5.1 Post-Award Vendor Debriefing

A bidder, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the Executive Director of MDEQ within three (3) business days of notification of the contract award. A post- award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing must occur within three (3) business days of receipt of the request. If a bidder prefers to have legal representation present, the bidder must notify the Executive Director of MDEQ in writing and identify its attorney by name, address, and telephone number. MDEQ will schedule and/or suspend and reschedule the meeting at a time when legal counsel can be present.

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-114 through 7-114.07, Post-Award Vendor Debriefing, of the Public Procurement Review Board Office of Personal Service Contract Review Board's Rules and Regulations.

### **5.3 Required Contract Terms and Conditions**

Any contract entered into between ~~a Contracting Agency~~ **MDEQ** and a vendor/bidder shall include the required clauses found in **Attachment F** and those required by the Mississippi Office of Personal Service Contract Review Board's Rules and Regulations as updated and replaced by PPRB.

### **5.4 Optional Contract Terms and Conditions**

Any contract entered into between MDEQ and a vendor/bidder may have, at the discretion of MDEQ, the optional clauses found in **Attachment G** and those within the Mississippi Office of Personal Service Contract Review Board's Rules and Regulations as updated.

**Attachment B to the IFB is replaced in its entirety with the Attachment B attached hereto.**

**Attachment D to the IFB is replaced in its entirety with the Attachment D attached hereto.**

### **Attachment F**

#### **Required Clauses for Service Contracts Resulting from this Invitation for Bids**

4. 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 law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-3051 et seq.
7. Procurement Regulations. The contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Board Rules and Regulations, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>. 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>.
9. Representation Regarding Gratuities. Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Board Rules and Regulations.
10. Stop Work Order.
  - a. Order to Stop Work: The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant

to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:

- i. cancel the stop work order; or,
- ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

b. Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- i. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
- ii. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

c. Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

d. **Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.**

**16. Approval. It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.**

**Attachment G**  
**Optional Clauses for Use in Service Contracts Resulting from this Invitation for Bids**

**3. Approval. It is understood that this contract requires approval by the Personal Service Contract Review Board. If this contract is not approved, it is void and no payment shall be made hereunder.**

Pursuant to Section 1.7, Acknowledgement of Amendments, of the IFB, offerors shall acknowledge receipt of this Amendment No. 1 by signing and returning this Amendment No. 1 with its bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, OR by letter.

By signing below, offeror acknowledges receipt of this Amendment No. 1, and that the revisions to provisions of said Amendment No. 1 have been noted, and that its IFB is being offered in compliance therewith.

Offeror's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

By (Print Name): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment B

### Bid Form for Professional Laboratory Services

Company	Company Representative	Telephone

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

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

The pricing must include ALL associated costs to perform the work in this IFB with no additional or hidden fees. Provide pricing for all of the following, as indicated below:

- Per Sample rate (Normal Business Hours):\_\_\_\_\_
- Per Sample rate (After Normal Business Hours, excluding Holidays):\_\_\_\_\_
- Per Sample rate (On Holidays):\_\_\_\_\_

**All three of the rates provided above by bidders will be averaged for purposes of determining the lowest and responsible bidder.**

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

1. That he/she has thoroughly read and understands this Invitation for Bids, MDEQ-IFB06272019, any amendments, and related Response to Inquiries/Question and Answer documents issued pursuant to this IFB and the attachments herein;
2. That the company meets all requirements and acknowledges all certifications contained in this Invitation for Bids, MDEQ-IFB06272019, and the attachments herein;
3. That the company agrees to all provisions of this Invitation for Bids, MDEQ-IFB06272019, and the attachments herein;
4. That the company will perform, without delay, the services required at the prices quoted in this **Attachment B**;
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; and

6. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Invitation for Bids.
7. The company acknowledges receipt of the following amendment(s) to the solicitation by either signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on this bid form, **OR** by letter.

**Amendment No(s):** \_\_\_\_\_

**Date of Amendment Issuance:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Signature/Date:** \_\_\_\_\_

8. The company acknowledges receipt of the following Question and Answer document(s) to the solicitation by either signing and returning the Question and Answer document(s) with the bid, by identifying the Question and Answer document number and date in the space provided for this purpose on this bid form, **OR** by letter.

**Amendment No(s):** \_\_\_\_\_

**Date of Amendment Issuance:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Signature/Date:** \_\_\_\_\_

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

**Printed Name:** \_\_\_\_\_

**Signature/Date:** \_\_\_\_\_

## Attachment D

### Certifications and Assurances

I/We make the following certifications and assurances as a required element of the bid 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 not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

#### **2. REPRESENTATION REGARDING GRATUITIES**

The bidder or offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Board Office of Personal Service Contract Review Rules and Regulations*.

#### **3. CERTIFICATION OF 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.

#### **4. 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.

**Name/Title:**

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**Signature/Date:** \_\_\_\_\_

***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 bid being rejected as nonresponsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.***