

CONTRACT FOR PROFESSIONAL SERVICES

This contractual agreement is entered into by and between, Ellisville State School 1101 Highway 11 South, Ellisville, MS 39437, hereinafter referred to as the "Agency", and B Clean, LLC , P.O. Box 1054 Laurel, MS 39441, hereinafter referred to as the "Contractor".

For the purposes of this contract the Contractor shall operate as an Independent Contractor.

Commencing March 3, 2022, the Contractor shall provide professional services as they relate to Plumbing Services.

1. The scope of work shall be:

Contractor shall provide Plumber Services that will include but are not limited to, underground water and sewer infrastructure repair/maintenance, indoor water and sewer piping/appurtenances equipment maintenance/repair, lift stations, lagoon sewage treatment equipment maintenance, food service equipment maintenance, steam lines, and various other duties. Especially important is the knowledge of operating a backhoe/frontend loader. 811 locating duties. Other duties as assigned as related to plumbing and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- a. Provide all labor, required to provide Plumbing Services. The Agency shall provide a helper as needed to the individual performing services on behalf of the Contractor.
- b. Perform services during normal working hours five (5) days a week, eight (8) hours a day, unless otherwise directed by the Agency. Start time and end time shall be determined by the Maintenance Director.
- c. Provide Services as needed after hours, on weekends and holidays.
- d. Provide **emergency** services as needed after hours, on weekends and holidays. Emergency service shall be, the Plumber arriving to the Agency within two (2) hours of receiving the service call.
- e. Ensure the Agency possesses names and telephone numbers for Contractor representatives who can be contacted in the event of an emergency, including after normal working hours.
- f. Ensure any individuals providing Services on Contractor's behalf sign in and out of the Maintenance Building and ensure such sign-in and sign-out times are included on any invoice as well as the name of the Plumber.
- g. Report the existence of any defective equipment, controls, instruments, and/or accessories which may require replacement or repair to the Agency. Report shall include identification, location and description of the defective item, and nature of the defect.
- h. Contractor shall use their own service truck equipped with all necessary tools needed for services to be performed, such as; shovels, probing rods, torches, small hand tools, drills,

gloves, hard hat, and etc. The Agency shall furnish all large tools, such as frontend loader, underground pipe locators, sewer tapes, drum sewer machine, ladders etc. Service trucks shall be clearly marked with, Company name and phone number.

- i.** Maintain the cleanliness of any areas at which Services are provided, clearing any such location of any Contractor-caused residue, debris, material, empty cans or boxes, tools, equipment, etc. at the end of each day on which Services are provided.
- j.** Advise the Agency immediately of any damage to the Agency's property or personnel, and ensure prompt remediation of any such damage.
- k.** Comply with all security procedures required by the Agency.
- l.** Avoid disturbing any papers on desks, opening any desk drawers or cabinets or otherwise disturbing or using Agency office equipment without advanced approval.
- m.** Ensure any individuals providing Services on the Contractor's behalf undergo a criminal background check and the expense of the Contractor.
- n.** Ensure the expertise in Plumbing Services of all individuals providing Services on Contractor's behalf.
- o.** Provide all required licensure for Contractor and all individuals providing Services on Contractor's behalf.
- p.** Take necessary precautions when handling hazardous waste or contaminants and otherwise assume responsibility for the health, safety and protection for all individuals providing Services on Contractor's behalf, including any and all applicable OSHA guidance.
- q.** Ensure the safety of Persons' Served of the Agency, Agency Staff, including cordoning off working areas as necessary, ensuring no hazards are posed by the Services, reporting job site hazards and reporting any employee illnesses or COVID-19 symptoms prior to arrival.
- r.** Ensure all individuals providing Services on the Contractor's behalf wear any appropriate protective gear as well as masks positioned over the nose and mouth, to the extent required by the Agency and any applicable law or executive orders.
- s.** Comply with all instructions issued and provide any additional and related Plumbing Services requested the Agency.

2. The Contractor shall:

- a. Assign a Contractor Account Representative to work directly with the Contracting Agency Representative.
- b. 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.
- c. 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.
- d. It is illegal to have in one's possession any illegal drug or alcoholic beverage while on state property.
- e. The Contractor's employees should refrain from using foul, abusive, or profane language on state property.
- f. The Contracting Agency reserves the right to inspect and search all Contractor personnel and/or vehicles anytime while on facility grounds.
- g. Contractors are required to sign-in and sign-out at most state facilities. Security provisions for all state facilities must be strictly observed.
- h. 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.
- i. 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.

- j. 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.
- k. 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.

3. Contractors shall also:

- a. Administer and maintain all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by state, federal, and local laws such as social security and withholding taxes for their business and employees;
- b. Make all unemployment compensation contributions as required by federal and state law(s) and process claims as required for their business and employees;
- c. Perform a background check and/or drug screening prior to placement if requested by the Contracting Agency and verify and/or provide the results; and,
- d. Replace immediately, at no additional expense to the Contracting Agency, any employee not performing satisfactorily.

4. The Contractor shall be paid at the rate of seventy-five (\$75.00) dollars per hour for normal working hours, Monday through Friday 7:00 am to 5:00 pm CST, five (5) days per week, eight (8) hours per day; seventy-five (\$75.00) dollars per hour for after hours and weekends; and seventy-five (\$75.00) dollars per hour for holidays. The maximum amount of this contract period is, one hundred ninety-six thousand two hundred (\$196,200.00) dollars.
5. The period of performance for this contract shall begin March 3, 2022 and end March 2, 2023. The Agency reserves the option to renew the contract up to four (4) additional one (1) year periods.
6. Applicable Law: The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.
7. 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.
8. Availability of Funds: It is expressly understood and agreed that the obligation of the Agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Agency, the Agency shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
9. Compliance with Laws: Contractor understands that the State of Mississippi is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
10. 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 § 31-7-301 *et seq.*

11. E-Verification: If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.*. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- a. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- c. both.

In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

12. Insurance, Bond, or Other Surety: Contractor represents that it will, at its own expense, obtain and maintain insurance, bond, or other surety which shall include at a minimum, the following types and coverage limits:

- a. **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.
- b. **Commercial General Liability** insurance covers bodily injury, death, and property damage, including personal injury liability, products and completed operations.
 - I. **Bodily Injury/Death**: \$1,000,000 per occurrence limit for any single claimant; and \$2,000,000 per occurrence limit for multiple claimants.
 - II. **Property Damage**: \$1,000,000 per occurrence limit for any single claimant; and \$2,000,000 per occurrence limit for multiple claimants.
- c. 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.
 - I. **Motor Vehicle Liability** insurance covering all vehicles, owned or otherwise, used in the contract work with limits of \$1,000,000 per occurrence for any single claimant; and \$2,000,000 per occurrence limit for multiple claimants.

- II. **Motor Vehicle Property Damage** insurance covering all property damage by motor vehicle with limits of \$1,000,000 per occurrence limit for any single claimant; and \$2,000,000 per occurrence limit for multiple claimants.

Additionally:

- In no event shall the requirement for an insurance, bond, or other surety be waived.
 - All insurance policies will list the State of Mississippi as an additional insured.
 - 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.
 - Contractor shall submit to Agency within fourteen (14) 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 fourteen (14) day period may be cause for your bid to be declared non-responsive or for your contract to be cancelled.
 - 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.
 - 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.
 - Contractor shall submit renewal certificates as appropriate during the term of the contract.
 - Contractor shall instruct the insurers to provide the Agency thirty (30) days advance notice of any insurance cancellation.
 - 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.
 - 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.
13. Paymode: Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

14. Procurement Regulations: The contract shall be governed by the applicable provisions of the *PPRB OPSCR 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>.
15. Renewal of Contract: The contract may be renewed at the discretion of the Agency upon written notice to Contractor at least thirty (30) days prior to each contract anniversary date for a period of four (4) successive one-year periods under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed four (4).
16. 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.
17. Representation Regarding Gratuities: The 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*.
18. 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 Chief 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. *Adjustment 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.

19. Termination for Convenience:

- a. *Termination.* The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- b. *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

20. Termination for Default:

- a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- e. *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
- f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

21. Termination Upon Bankruptcy: This contract may be terminated in whole or in part by Agency upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

22. 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.

23. Transparency: This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.*. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Mississippi Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.
24. Anti-assignment/Subcontracting: Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor’s special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
25. Attorney’s Fees and Expenses: Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney’s fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney’s fees or costs of legal action to Contractor.
26. Authority to Contract: Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
27. Change in Scope of Work: The Agency may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor’s services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract,

unless such changes or adjustments have been made by written amendment to the contract signed by the Agency and Contractor.

If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify the Agency in writing of this belief. If the Agency believes that the particular work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

28. Claims Based on a Procurement Officer's Actions or Omissions:

A. *Notice of Claim.* If any action or omission on the part of a Chief Procurement Officer or designee of such officer requiring performance changes within the scope of the contract constitutes the basis for a claim by Contractor for additional compensation, damages, or an extension of time for completion, Contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

i. Contractor shall have given written notice to the Chief Procurement Officer or designee of such officer:

(1) prior to the commencement of the work involved, if at that time Contractor knows of the occurrence of such action or omission;

(2) within 30 days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the work; or,

(3) within such further time as may be allowed by the Chief Procurement Officer in writing. This notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. The Chief Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Chief Procurement Officer or designee of such officer;

ii. The notice required by subparagraph (a) of this paragraph describes, as clearly as practicable at the time, the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and,

iii. Contractor maintains and, upon request, makes available to the Chief Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

B. *Limitation of Clause.* Nothing contained herein shall excuse Contractor from compliance with any rules of law precluding state officers and Contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

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

29. Contractor Personnel: The Agency shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the Agency reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the Agency in a timely manner and at no additional cost to the Agency. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
30. Failure to Enforce: Failure by the Agency 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 Agency to enforce any provision at any time in accordance with its terms.
31. Force Majeure: Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
32. Indemnification: To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.
33. Independent Contractor Status: Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained

herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the agency, and the Agency shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The Agency shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the Agency shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

34. Oral Statements: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Agency and agreed to by Contractor.
35. Unsatisfactory Work. If, at any time during the contract term, the service performed or work done by Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.
36. The agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.
37. The Contractor agrees that the services performed or provided under the terms of this agreement will meet or exceed applicable accreditation standard in the field or area governing above stated services. By entering into this contractual agreement, the Contractor certifies that she is duly qualified to render the services as stated in this agreement on behalf of the Agency.
38. This agreement is governed by the terms and conditions of Section 6032 of the Deficit Reduction Act of 2005 known as the False Claims Recovery Act, included in their entirety, by reference.

Parties agree to the terms and conditions of this contractual agreement by signature below.

Date

Printed Name: _____
B Clean, LLC
P.O. Box 1054
Laurel, MS 39441

Date

Rinsey McSwain, Director
Ellisville State School

Date

Otis Parker, Maintenance Director
Ellisville State School

Date

Channon Cuevas, Contract Analyst
Ellisville State School

Date

Dana Watson, Business Services Director
Ellisville State School



ELLISVILLE STATE SCHOOL

INVITATION FOR BID

IFB # 3160004710

TO PROVIDE: Plumbing Services

ISSUE DATE: December 14, 2021

CLOSING LOCATION

Ellisville State School – Administration 1 Building Conference Room

1101 Highway 11 South

Ellisville, MS 39437

IFB COORDINATOR

Channon Cuevas, Contract Analyst

Telephone: (601) 477-5615

Fax: (601) 477-5710

Email: channon.cuevas@ess.ms.gov

TECHNICAL CONTACT

Name: Otis Parker

Telephone: (601) 477-5836

Email: Otis.parker@ess.ms.gov

CLOSING DATE AND TIME

Bids must be received 12:00 pm CST January 19, 2022

Bid Opening 2:00 pm CST January 19, 2022

GENERAL INSTRUCTIONS

Section 1 – Background, Authority, and Purpose

The Ellisville State School (hereinafter “Agency”) has issued this solicitation for the purpose of receiving sealed bids from qualified providers to provide Master Plumber Services, for Plumbing Services to be performed on the Main Campus located at 1101 Highway 11 South, Ellisville, MS 39437. The Agency requires ongoing Plumber Services that will include but are not limited to, underground water and sewer infrastructure repair/maintenance, indoor water and sewer piping/appurtenances equipment maintenance/repair, lift stations, lagoon sewage treatment equipment maintenance, food service equipment maintenance, steam lines, and various other duties. Especially important is the knowledge of operating a backhoe/frontend loader. 811 locating duties. Other duties as assigned as related to plumbing.

Section 2 – Timeline

- Tuesday December 14, 2021
Invitation for Bid Issue Date
Date of first Newspaper Publication
Publication on Mississippi Contract Opportunity
- Tuesday December 28, 2021, 10:00 am CST
Mandatory Pre-Bid Conference
- Tuesday January 4, 2022, 4:00 pm CST
Anticipated Posting of Summary of the Mandatory Pre-Bid Conference
- Tuesday, January 19, 2022, 12:00 pm CST
Bid Package Submission Deadline
- Tuesday, January 19, 2022, 2:00 pm CST
Bid Opening
- Friday, January 21, 2022, 4:00 pm CST
Anticipated Date of the Notice of Intent to Award
- Friday, January 28, 2022, 4:00pm CST
Anticipated Protest Deadline Date
- February 17, 2022
Department of Mental Health Board Meeting
- March 2, 2022
Public Procurement Review Board Meeting
- Thursday, March 23, 2022
Anticipated Start Date

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:

Channon Cuevas, Contract Analyst
Telephone: (601)477-5615
E-mail:channon.cuevas@ess.ms.gov

3.2 Vendors should enter “IFB RFx Number 3160004710 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 Mandatory Pre-Bid Conference, Tour, or Site Visit: A mandatory pre-bid conference will be held at 10:00 AM CST on Tuesday, December 28, 2022 at the Maintenance Conference Room. All interested parties are required to attend. The purpose of the pre-bid conference is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bid documents. Because the agency considers the conference to be critical to understanding the bid requirements, attendance is mandatory in order to qualify as a bidder. Late arrivals will not be allowed to sign in nor shall their bid be considered. All risk of late arrival due to unanticipated delay is entirely on the vendor. All vendors are urged to take the possibility of delay into account. Late arrivals may be excluded from the meeting room until all on-time attendees have completed sign-in and the sign-in sheet is secured. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow. On-time attendance will be strictly enforced. Vendors must stay for the duration of the conference, tour, or site visit. A Summary of Pre-Bid Conference, Tour, or Site Visit 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.

3.7 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 provide Plumber Services that will include but are not limited to, underground water and sewer infrastructure repair/maintenance, indoor water and sewer piping/appurtenances equipment maintenance/repair, lift stations, lagoon sewage treatment equipment maintenance, food service equipment maintenance, steam lines, and various other duties. Especially important is the knowledge of operating a backhoe/frontend loader. 811 locating duties. Other duties as assigned as related to plumbing and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Provide all labor, required to provide Plumbing Services. The Agency shall provide a helper as needed to the individual performing services on behalf of the Contractor.
2. Perform services during normal working hours five (5) days a week, eight (8) hours a day, unless otherwise directed by the Agency. Start time and end time shall be determined by the Maintenance Director.
3. Provide Services as needed after hours, on weekends and holidays.
4. Provide **emergency** services as needed after hours, on weekends and holidays. Emergency service shall be, the Plumber arriving to the Agency within two (2) hours of receiving the service call.
5. Ensure the Agency possesses names and telephone numbers for Contractor representatives who can be contacted in the event of an emergency, including after normal working hours.
6. Ensure any individuals providing Services on Contractor's behalf sign in and out of the Maintenance Building and ensure such sign-in and sign-out times are included on any invoice as well as the name of the Plumber.
7. Report the existence of any defective equipment, controls, instruments, and/or accessories which may require replacement or repair to the Agency. Report shall include identification, location and description of the defective item, and nature of the defect.
8. Contractor shall use their own service truck equipped with all necessary tools needed for services to be performed, such as; shovels, probing rods, torches, small hand tools, drills, gloves, hard hat, and etc. The Agency shall furnish all large tools, such as frontend loader, underground pipe locators, sewer tapes, drum sewer machine, ladders etc. Service trucks shall be clearly marked with, Company name and phone number.
9. Maintain the cleanliness of any areas at which Services are provided, clearing any such location of any Contractor-caused residue, debris, material, empty cans or boxes, tools, equipment, etc. at the end of each day on which Services are provided.

10. Advise the Agency immediately of any damage to the Agency's property or personnel, and ensure prompt remediation of any such damage.
11. Comply with all security procedures required by the Agency.
12. Avoid disturbing any papers on desks, opening any desk drawers or cabinets or otherwise disturbing or using Agency office equipment without advanced approval.
13. Ensure any individuals providing Services on the Contractor's behalf undergo a criminal background check and the expense of the Contractor.
14. Ensure the expertise in Plumbing Services of all individuals providing Services on Contractor's behalf.
15. Provide all required licensure for Contractor and all individuals providing Services on Contractor's behalf.
16. Take necessary precautions when handling hazardous waste or contaminants and otherwise assume responsibility for the health, safety and protection for all individuals providing Services on Contractor's behalf, including any and all applicable OSHA guidance.
17. Ensure the safety of Persons' Served of the Agency, Agency Staff, including cordoning off working areas as necessary, ensuring no hazards are posed by the Services, reporting job site hazards and reporting any employee illnesses or COVID-19 symptoms prior to arrival.
18. Ensure all individuals providing Services on the Contractor's behalf wear any appropriate protective gear as well as masks positioned over the nose and mouth, to the extent required by the Agency and any applicable law or executive orders.
19. Comply with all instructions issued and provide any additional and related Plumbing Services requested the Agency.

4.2 The Contractor shall:

- 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.

4.3 Contractors shall also:

- 4.3.1** Administer and maintain all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by state, federal, and local laws such as

social security and withholding taxes for their business and employees;

4.3.2 Make all unemployment compensation contributions as required by federal and state law(s) and

process claims as required for their business and employees;

4.3.3 Perform a background check and/or drug screening prior to placement if requested by the Contracting Agency and verify and/or provide the results; and,

4.3.4 Replace immediately, at no additional expense to the Contracting Agency, any employee not performing satisfactorily.

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 contract to provide the services described in this IFB to the lowest responsible and responsive bidder.

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 five (5) years.

6.2 Required Certification, Accreditation, and/or Licenses: Contractor shall provide all licensures and/or Certifications as they relate to Plumbing Services required in the State of Mississippi.

1. A business license valid in the State of Mississippi, or Certificate of Responsibility.
2. A professional license or certificate in the field of Plumbing Services.

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 March 3, 2022 and to end on March 2, 2023. The agency reserves the right to renew the contract for up to four (4) additional one (1) year periods 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.

8.2 Submission Requirements

- 8.2.1** The signed original bid package, and one (1) copy of the signed original bid package, submitted in a sealed envelope or package to Ellisville State School 1101 Highway 11 South, Ellisville, MS 39437 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 2:00 PM CST, November 9, 2021; IFB Number 3160004710. 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 Plumbing Services
IFB RFX Number 3160004710
Opening Date: 2:00 PM CST, January 19, 2022
Ellisville State School
Attention: Channon Cuevas, Contract Analyst
1101 Highway 11 South
Ellisville, Mississippi 39437
SEALED BID – DO NOT OPEN
- 8.2.4** All bid packages must be received by the agency no later than 12:00 PM CST, January 19, 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 Commercial General Liability insurance covers bodily injury, death, and property damage,

including personal injury liability, products and completed operations.

- a. **Bodily Injury/Death:** \$1,000,000 per occurrence limit for any single claimant; and \$2,000,000 per occurrence limit for multiple claimants.
- b. **Property Damage:** \$1,000,000 per occurrence limit for any single claimant; and \$2,000,000 per occurrence limit for multiple claimants.

12.1.3 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 \$1,000,000 per occurrence for any single claimant; and \$2,000,000 per occurrence limit for multiple claimants.
- b. **Motor Vehicle Property Damage** insurance covering all property damage by motor vehicle with limits of \$1,000,000 per occurrence limit for any single claimant; and \$2,000,000 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 will list the State of Mississippi as an additional insured.

12.2.3 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.

12.2.4 Contractor shall submit to Agency within fourteen (14) 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 fourteen (14) day period may be cause for your bid to be declared non-responsive or for your contract to be cancelled.

12.2.5 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.

12.2.6 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.

12.2.7 Contractor shall submit renewal certificates as appropriate during the term of the contract.

12.2.8 Contractor shall instruct the insurers to provide the Agency thirty (30) days advance notice of any insurance cancellation.

12.2.9 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.

12.2.10 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.ess.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 Contract Analyst, Channon Cuevas 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 Contract Analyst, Channon Cuevas 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 Contract Analyst, Channon Cuevas. The protest shall be submitted within seven (7) calendar days of notification of the contract award or on or before 4:30 PM CST, November 23, 2021, 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 Contract Analyst, Channon Cuevas via either U.S. mail, postage prepaid, or by personal delivery. Protests filed after 4:30 PM CST, November 23, 2021, 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.ess.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 12:00 PM CST, January 19, 2022.

PLEASE MARK YOUR ENVELOPE:

IFB for Plumbing Services
IFB Rfx Number 3160004710
Opening Date: 2:00 PM CST, Tuesday, January 19, 2022
Ellisville State School
Attention: Channon Cuevas, Contract Analyst
1101 Highway 11 South
Ellisville, Mississippi 39437
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. _____

If your company is not physically located within the vicinity, how will you supply Plumbing Services to the agency? _____

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 Plumbing Services as 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 Plumbing Services in the past two years?

What is the largest customer your company has provided Plumbing 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
IFB for Plumbing Services
IFB # 3160004710**

BID FORM

Company	Contact Person	Telephone Number

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

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

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

Unit Description	Unit Price
Price per hour for Regular Hours 7:00 am – 5:00 pm	
Price per hour for After Hours and Weekends	
Price per hour for Holidays	

Holidays rate shall include; New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

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 Plumbing 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
IFB # 3160004710
IFB for Plumbing Services

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 November 11, 2021.

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 # 3160004710
IFB for Plumbing 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 Plumbing Services when you called?	Yes	No
Satisfied with the Plumbing Services provided? If no, please explain.	Yes	No
Vendor easy to work with in scheduling Plumbing Services?	Yes	No
Was the Plumbing 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: _____
Signature Title Date

Attachment E

REQUIRED CLAUSES FOR SERVICE CONTRACTS RESULTING FROM THIS IFB

1. Applicable Law: The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.
2. 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.
3. Availability of Funds: It is expressly understood and agreed that the obligation of the Agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Agency, the Agency shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
4. Compliance with Laws: Contractor understands that the State of Mississippi is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
5. E-Payment: Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The 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 § 31-7-301 *et seq.*
6. E-Verification: If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- a. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- c. both.

In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

7. Insurance, Bond, or Other Surety: Contractor represents that it will, at its own expense, obtain and maintain insurance, bond, or other surety which shall include at a minimum, the following types and coverage limits:
 - a. **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.
 - b. **Commercial General Liability** insurance covers bodily injury, death, and property damage, including personal injury liability, products and completed operations.
 - i. **Bodily Injury/Death**: \$1,000,000 per occurrence limit for any single claimant; and \$2,000,000 per occurrence limit for multiple claimants.
 - ii. **Property Damage**: \$1,000,000 per occurrence limit for any single claimant; and \$2,000,000 per occurrence limit for multiple claimants.
 - c. 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.
 - i. **Motor Vehicle Liability** insurance covering all vehicles, owned or otherwise, used in the contract work with limits of \$1,000,000 per occurrence for any single claimant; and \$2,000,000 per occurrence limit for multiple claimants.
 - ii. **Motor Vehicle Property Damage** insurance covering all property damage by motor vehicle with limits of \$1,000,000 per occurrence limit for any single claimant; and \$2,000,000 per occurrence limit for multiple claimants.

Additionally:

- In no event shall the requirement for an insurance, bond, or other surety be waived.
- All insurance policies will list the State of Mississippi as an additional insured.
- 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.
- Contractor shall submit to Agency within fourteen (14) 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 fourteen (14) day period may be cause for your bid to be declared non-responsive or for your contract to be cancelled.
- 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.
- 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.
- Contractor shall submit renewal certificates as appropriate during the term of the contract.
- Contractor shall instruct the insurers to provide the Agency thirty (30) days advance notice of any

insurance cancellation.

- 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.
- 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.

8. Paymode: Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

9. Procurement Regulations: The contract shall be governed by the applicable provisions of the *PPRB OPSCR Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

10. Renewal of Contract:

The contract may be renewed at the discretion of the Agency upon written notice to Contractor at least thirty (30) days prior to each contract anniversary date for a period of four (4) successive one-year periods under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed four (4).

11. 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.

12. Representation Regarding Gratuities: The 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*.

13. 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 Chief 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. *Adjustment 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.

14. Termination for Convenience:

- a. *Termination.* The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- b. *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

15. Termination for Default:

- a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims

of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- e. *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
- f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

16. Termination Upon Bankruptcy: This contract may be terminated in whole or in part by Agency upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

17. 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.

18. Transparency: This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Mississippi Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>.

Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

Attachment F

OPTIONAL CLAUSES FOR USE IN SERVICE CONTRACTS RESULTING FROM THIS IFB

1. Anti-assignment/Subcontracting: Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
2. Antitrust: By entering into a contract, Contractor conveys, sells, assigns, and transfers to the Agency all rights, titles, and interest it may now have, or hereafter acquire, under the antitrust laws of the United States and the State that relate to the particular goods or services purchased or acquired by the Agency under said contract.
3. Attorney's Fees and Expenses: Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.
4. Authority to Contract: Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
5. Change in Scope of Work: The Agency may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Agency and Contractor.

If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify the Agency in writing of this belief. If the Agency believes that the particular work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

6. Claims Based on a Procurement Officer's Actions or Omissions:

- a. *Notice of Claim.* If any action or omission on the part of a Chief Procurement Officer or designee of such officer requiring performance changes within the scope of the contract constitutes the basis for a claim by Contractor for additional compensation, damages, or an extension of time for completion, Contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
- i. Contractor shall have given written notice to the Chief Procurement Officer or designee of such officer:
 - (1) prior to the commencement of the work involved, if at that time Contractor knows of the occurrence of such action or omission;
 - (2) within 30 days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the work; or,
 - (3) within such further time as may be allowed by the Chief Procurement Officer in writing.This notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. The Chief Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Chief Procurement Officer or designee of such officer;
 - ii. The notice required by subparagraph (a) of this paragraph describes, as clearly as practicable at the time, the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and,
 - iii. Contractor maintains and, upon request, makes available to the Chief Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.
- b. *Limitation of Clause.* Nothing contained herein shall excuse Contractor from compliance with any rules of law precluding state officers and Contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.
- c. *Adjustment of Price.* Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

7. Information Designated by Contractor as Confidential: Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information.

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the Agency shall result in the immediate termination of this agreement.

8. Confidentiality: Notwithstanding any provision to the contrary contained herein, it is recognized that Agency is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to Agency pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, Agency shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The Agency shall not be liable to the Contractor for disclosure of information required by court order or required by law.

9. Contractor Personnel: The Agency shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the Agency reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the Agency in a timely manner and at no additional cost to the Agency. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
10. Copyrights: Contractor agrees that Agency shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this agreement. Further, Contractor hereby grants to Agency a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of this agreement, but which is incorporated in the material furnished under the agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.
11. Debarment and Suspension: Contractor certifies to the best of its knowledge and belief, that it:
- is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
 - has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (b) and (c) of this certification; and,
 - has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
12. Disclosure of Confidential Information: In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*.
13. Exceptions to Confidential Information: Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:
- is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
 - is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
 - is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;

- d. is independently developed by the recipient without any reliance on confidential information;
- e. is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
- f. is disclosed with the disclosing party's prior written consent.

14. Errors in Extension: If the unit price and the extension price are at variance, the unit price shall prevail.
15. Failure to Deliver: In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the Agency, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Agency may have.
16. Failure to Enforce: Failure by the Agency 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 Agency to enforce any provision at any time in accordance with its terms.
17. Final Payment: Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor shall execute and deliver to the Agency a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State's claims against Contractor under this contract.
18. Force Majeure: Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
19. HIPAA Compliance: Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
20. Indemnification: To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses

associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

21. Independent Contractor Status: Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the agency, and the Agency shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The Agency shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the Agency shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.
22. Infringement Indemnification: Contractor warrants that the materials and deliverables provided to the customer under this agreement, and their use by the customer, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the customer the right to continue using such items. Should Contractor fail to obtain for the customer the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense. In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require the customer to discontinue using such items, in which case Contractor will refund to the customer the fees previously paid by the customer for the items the customer may no longer use, and shall compensate the customer for the lost value of the infringing part to the phase in which it was used, up to and including the contract price for said phase. Said refund shall be paid within ten (10) working days of notice to the customer to discontinue said use.

Scope of Indemnification: Provided that the State promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, at its own expense, the State against, and pay all costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

23. Integrated Agreement/Merger: This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Contractor on the basis of draftsmanship or preparation hereof.

24. 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.
25. No Limitation of Liability: Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.
26. Notices: All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Agency:	For Contractor:
Channon Cuevas, Contract Analyst	
Ellisville State School	
1101 Highway 11 South	
Ellisville, MS 39437	

27. Non-solicitation of Employees: Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.
28. Oral Statements: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Agency and agreed to by Contractor.
29. Ownership of Documents and Work Papers: Agency shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to Agency upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from Agency and subject to any copyright protections.
30. Patents and Royalties: Contractor covenants to save, defend, keep harmless, and indemnify the Agency and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost--including court costs and attorney's fees, charges, liability, and exposure, however caused--for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the Agency. If Contractor uses any design, device, or material covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.
31. Quality Control: Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in

all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the Agency.

32. Record Retention and Access to Records: Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.
33. Recovery of Money: Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the Agency, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the Agency. The rights of the Agency are in addition and without prejudice to any other right the Agency may have to claim the amount of any loss or damage suffered by the Agency on account of the acts or omissions of Contractor.
34. Requirements Contract: During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the Agency shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the Agency for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the Agency is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the Agency 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.
35. Right to Audit: Contractor shall maintain such financial records and other records as may be prescribed by the Agency or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the Agency, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.
36. Right to Inspect Facility: The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.
37. 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.

38. State Property: Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.
39. Third Party Action Notification: Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.
40. Unsatisfactory Work. If, at any time during the contract term, the service performed or work done by Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.
41. 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.

Attachment G

**IFB # 3160004710
IFB for Plumbing Services
IFB Exception(s)**

Bidder taking exception to any part or section of the solicitation shall indicate such exceptions on the table below. If no exceptions are taken, then the Bidder shall state in this section "No Exceptions Taken." 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.

Procurement Section and Page Number	Original Language	Requested Change/Exception	Agency Decision
1.			
2.			
3.			
4.			
5.			

AMENDMENT ONE
IFB 3160004710
IFB for Plumbing Services

This Amendment One to IFB 3160004710 shall serve as notice of changes as listed, and made part of the original bid package by mention here. Attached to this amendment you will find the amended pages of the IFB replacing pages of the original IFB packet.

1. Section 2 – Timeline, shall be amended to reflect: **Anticipated Start Date – Thursday, March 3, 2022, Bid Package Submission Deadline – 12:00 PM CST, Wednesday, January 19, 2022: Bid Opening – 2:00 PM CST Wednesday, January 19, 2022.**
2. Section 8.2.2 – Submission Requirements, shall be amended to read; The sealed envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bids, **2:00 PM CST, January 19, 2022**; IFB number 3160004710. Bids are subject to rejection unless submitted with the information included on the outside of the sealed bid envelope or package.
3. Section 15.8 – Protests, shall be amended to read; 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 Contract Analyst, Channon Cuevas. The protest shall be submitted within seven (7) calendar days of notification of the contract award or on or before 4:00 PM CST, **January 28, 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 Contract Analyst, Channon Cuevas via either U.S. mail, postage prepaid, or by personal delivery. Protests filed after 4:00 PM CST, **January 28, 2022**, will not be considered.
4. Attachment C – Paragraph One shall be amended to read; 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 **January 21, 2022**.

Please acknowledge receipt of this amendment and all others by signing this form and returning it, along with your original bid, by Wednesday January 19, 2022 at 12:00 PM CST. This acknowledgement should be enclosed in your bid packet following the submission instructions located in Section 8 of the Invitation for Bids. Failure to submit this acknowledgement may result in rejection of your bid.

Acknowledged by (signature):  _____

Printed Name: B Clean LLC

Company and Title: Sales Manager

Date: 1/18/2022

Plumbing Services
IFB # 3160004710
Amendment Two
Pre-Bid Meeting agenda, questions and answers
Bid submission Deadline: January 19, 2022, 12:00 pm CST

Ellisville State School (ESS) through this Amendment Two adds to the original IFB # 3160004710 for Plumbing Services to include the Pre-Bid Conference Summary with questions and answers.

PRE-BID MEETING AGENDA
Ellisville State School
Project Name: Plumbing Services
December 28, 2021, 10:00 AM CST

- A. INTRODUCTION – Channon
An introduction of Ellisville State School and ESS staff, Channon Cuevas, Contract Analyst
Otis Parker, Maintenance Director
Bethany Welch, Administrative Assistant

- B. SIGN-IN SHEET - Channon
Bidders were advised to sign in to the conference as if their company was not on the attendance log, their bid would not be accepted, as the Conference was Mandatory.

- C. PROJECT DESCRIPTION and PURPOSE - Channon
Background and purpose of the project was described to the attending bidders.

- D. DELIVERY METHOD - Channon
Deliver method of bids and required documents were read aloud to the attending bidders.

- E. QUESTIONS DURING BID – Channon
Bidders were informed that questions were to be submitted at this Bid-Conference.

- F. BID ADDENDUM - Channon
Bidders were informed that an acknowledgement of each corresponding addendum to the bid would be required for their bid to be accepted.

- G. BID OPENING - Channon
The deadline for bid submission was explained. Attending bidders were informed of the bid opening date and time.

- H. COMPLETION TIME & PROJECT SCHEDULE – Channon
Attending bidders were informed of the projected start date of the contract and duration.

- I. **REQUIRED BID SUBMITTALS – Channon**
Requirements of bid submittals and required documentation was provided to the attending bidders.
- J. **INSURANCE - Channon**
Attending bidders were advised of the insurance requirements should they be awarded the contract.
- K. **SCOPE OF WORK – Otis**
The scope of work as stated in the IFB was present to the attending bidders.
- L. **QUESTIONS – Otis**
Questions and answers are as listed below.
- M. **SITE TOUR? – Otis**
No site tours were scheduled

All information provided during the Pre-Bid Conference was taken directly for the Plumbing Services IFB # 3160004710, a copy provided to each bidder by email, on the MS Contract Procurement Portal, the ESS website and in the Legal section of the Laurel Leader Call newspaper.

**Questions and Answers for Mandatory Pre-Bid Conference
December 28, 2021, 10:00 AM CST, Ellisville State School, Maintenance Conference Room**

Question #	Section #	Page #	Question	Answer
1			Will a helper be provided for after hours service?	Yes
2			What holidays are included for holiday rates?	Attachment B New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Other days may be included depending upon the holidays recognized by the State of Mississippi.
3			What is considered "Normal Working Hours"?	Normal working hours, 5 days a week, 8 hours a day, unless otherwise directed by the Agency. This scope of work fall under the

				Maintenance Department, the normal working hours for the Maintenance Department is 7:00 am CST – 3:30 pm CST.
4			In the event of the schedule days task requires additional work/workers from the Vendor, will other workers from the Vendor be allowed to assist? How will that be compensated?	The awarded contract will be for one (1) Plumber from the awarded bidder. If additional work is needed beyond the capabilities of one Plumber and one helper, a quote will be required and a separate requisition will need to be put into place for those services. In this event the Maintenance Director will need to be contacted.
5			Will an office space be provided for the Plumber to do paperwork?	No

Please acknowledge receipt of this amendment and all others by signing this form and returning it, along with your original bid, by Wednesday, January 19, 2022 at 12:00 PM CST. This acknowledgement should be enclosed in your bid packet following the submission instructions located in Section 8 of the Invitation for Bids. Failure to submit this acknowledgement may result in rejection of your bid.

Acknowledged by (signature):  _____

Printed Name: Chris Hodge

Company and Title: Sales Manager

Date: 1/18/2022

PRE-BID MEETING AGENDA
Ellisville State School
Project Name: Plumbing Services
December 28, 2021, 10:00 AM

- A. **INTRODUCTIONS - Channon**
- B. **SIGN-IN SHEET - Channon**
- C. **PROJECT DESCRIPTION and PURPOSE - Channon**
- D. **DELIVERY METHOD - Channon**
- E. **QUESTIONS DURING BID - Channon**
- F. **BID ADDENDUM - Channon**
- G. **BID OPENING - Channon**
- H. **COMPLETION TIME & PROJECT SCHEDULE – Channon/Otis**
- I. **REQUIRED BID SUBMITTALS – Channon**
- J. **INSURANCE - Channon**
- K. **SCOPE OF WORK – Otis**
- L. **CLEAN UP, PROTECTION OF THE PREMISES, & ENVIRONMENTAL CONSIDERATIONS – Otis**
- M. **QUESTIONS – Otis**
- N. **SITE TOUR ? - Otis**

**Attachment B
IFB for Plumbing Services
IFB # 3160004710**

BID FORM

Company	Contact Person	Telephone Number
B Clean LLC	Chris Hodge	601-399-4943

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

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

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

Unit Description	Unit Price
Price per hour for Regular Hours 7:00 am – 5:00 pm	\$75.00 per hour
Price per hour for After Hours and Weekends	\$75.00 per hour
Price per hour for Holidays	\$75.00 per hour

Holidays rate shall include; New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

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 Plumbing 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: B Clean LLC

Printed Name of Representative: Chris Hodge

Date: 1/18/2022

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.

IFB # 3160004710
IFB for Plumbing Services
Opening Date/Time: January 19, 2022, 2:00 pm CST
Location: Ellisville State School Administration 1 Building Conference Room
Bid Results

Bidder Name: BClean

Unit Description	Unit Price
Price per hour for Regular Hours 7:00 am – 5:00 pm	\$ 75.00
Price per hour for After Hours and Weekends	\$ 75.00
Price per hour for Holidays	\$ 75.00

Bidder Name: _____

Unit Description	Unit Price
Price per hour for Regular Hours 7:00 am – 5:00 pm	
Price per hour for After Hours and Weekends	
Price per hour for Holidays	

Bidder Name: _____

Unit Description	Unit Price
Price per hour for Regular Hours 7:00 am – 5:00 pm	
Price per hour for After Hours and Weekends	
Price per hour for Holidays	

Bidder Name: _____

Unit Description	Unit Price
Price per hour for Regular Hours 7:00 am – 5:00 pm	
Price per hour for After Hours and Weekends	
Price per hour for Holidays	

Attachment A

BID COVER SHEET

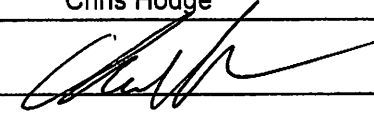
Bids are to be submitted as listed below, on or before 12:00 PM CST, January 19, 2022.

PLEASE MARK YOUR ENVELOPE:

IFB for Plumbing Services
IFB RFX Number 3160004710
Opening Date: 2:00 PM CST, Tuesday, January 19, 2022
Ellisville State School
Attention: Channon Cuevas, Contract Analyst
1101 Highway 11 South
Ellisville, Mississippi 39437
SEALED BID – DO NOT OPEN

Name of Company: B Clean LLC

Quoted By: Chris Hodge

Signature: 

Address: PO Box 1054

City/State/Zip: Laurel, MS 39441

Telephone: 601-399-4943

Fax Number: 601-399-4933

E-Mail Address: bclean@bcleanllc.com

Name and phone number of Company Representative to be contacted by Agencies seeking to contract for services pursuant to this IFB: Chris Hodge 601-399-4943

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

What year was your company started? 2000

How many years has the firm been in business of performing the services called for in this IFB?
11 years

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation. 86 Doncurt Rd
Laurel, MS 39440
MS

If your company is not physically located within the vicinity, how will you supply Plumbing Services to the agency? N/A

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.
N/A

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

List all licenses or permits your company possesses that are applicable to performing the services required in this IFB. State of Mississippi Board of Contractors No. 21384-MC

For how many customers has your company provided Plumbing Services in the past two years?
200+

What is the largest customer your company has provided Plumbing Services for in the past two years?
Sanderson Fams

Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff. CC TV and Jetting and hydro excavation services also offered by our company.

Attachment C
IFB # 3160004710
IFB for Plumbing Services

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 January 21, 2022.

REFERENCE 1

Name of Company: Amick Farms
Dates of Service: 2000
Contact Person: Shelly Harless
Address: _____
City/State/Zip: Laurel, MS
Telephone Number: 601-399-7000
Cell Number: _____
E-mail: shelly.harless@amickfarms.com
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 2

Name of Company: Sanderson Farms
Dates of Service: 2000
Contact Person: Bill Odom
Address: _____
City/State/Zip: Laurel, MS
Telephone Number: 601-425-2552
Cell Number: _____
E-mail: wodom@sandersonfarms.com
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 3

Name of Company: South Central Reginal Medical Center
Dates of Service: 2000
Contact Person: Tony Laird
Address: _____
City/State/Zip: Laurel, MS 39440
Telephone Number: 601-426-4000
Cell Number: _____
E-mail: tlaird@scrmc.comn
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 4

Name of Company: McAlisters
Dates of Service: 2010
Contact Person: Tracy Murry
Address: _____
City/State/Zip: Laurel, MS
Telephone Number: 601-422-7761
Cell Number: _____
E-mail: laurel@mcalisters.com
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 5

Name of Company: Mississippi Power
Dates of Service: 2000
Contact Person: Tony Davis
Address: _____
City/State/Zip: Laurel, MS
Telephone Number: 601-408-4073
Cell Number: _____
E-mail: sdavis@southernco.com
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

Attachment D

References Score Sheet

IFB # 3160004710
IFB for Plumbing 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 Plumbing Services when you called?	Yes	No
Satisfied with the Plumbing Services provided? If no, please explain.	Yes	No
Vendor easy to work with in scheduling Plumbing Services?	Yes	No
Was the Plumbing 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: _____
Signature

_____ Title

_____ Date

Attachment E

REQUIRED CLAUSES FOR SERVICE CONTRACTS RESULTING FROM THIS IFB

1. **Applicable Law:** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.
2. **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.
3. **Availability of Funds:** It is expressly understood and agreed that the obligation of the Agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Agency, the Agency shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
4. **Compliance with Laws:** Contractor understands that the State of Mississippi is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
5. **E-Payment:** Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The 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 § 31-7-301 *et seq.*
6. **E-Verification:** If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

Notice of Intent to Award

January 20, 2022

Procurement Type and Number	IFB 3160004710
Procurement Title	IFB for Plumbing Services
Opening Date and Time	January 19, 2022, 2:00 pm CST

The following vendors submitted responses to the above solicitation:

- B Clean, LLC, Laurel, MS

Responses were evaluated according to the criteria stated in the solicitation. We announce our intent to award a contract to the following vendor upon approval by the Public Procurement Review Board:

- B Clean, LLC, Laurel, MS

We would like to thank each vendor for your time and efforts in preparing a response to this solicitation.

We invite you to contact Channon Cuevas, Contract Analyst if you would like to request a post-award vendor debriefing where we can share with you any applicable information about **your response** including significant weaknesses or deficiencies, technical ratings, and overall ranking specific to **your company's response**. This debriefing is a meeting and not a hearing; therefore, legal representation is not required. However, if you prefer to have legal representation present, you must provide notification prior to the scheduled meeting so that we can also have legal representation present. Your request for debriefing must be received within three (3) business days after the issuance of this notice or no later than January 24, 2022.

Vendors are reminded that any protests of this decision must be submitted to Channon Cuevas, Contract Analyst within seven (7) calendar days after the issuance of this notice or no later than January 26, 2022. The protest must be in writing, identify the name and address of the protestor, provide appropriate identification of the procurement and resulting contract number (if known), and detail the nature of the protest, including available supporting exhibits, evidence, or documents to substantiate any claims.

The successful vendor is instructed not to begin work, purchase materials, or enter into subcontracts relating to the project or services until execution of the contract.

We appreciate your interest in doing business with the State of Mississippi.

Sincerely,

Channon Cuevas

Channon Cuevas, Contract Analyst
Ellisville State School
1101 Highway 11 South
Ellisville, MS 39437
Phone: (601) 477-5615
Fax: (601) 477-5710
Email: channon.cuevas@ess.ms.gov

Notice of Intent to Award

Channon Cuevas <Channon.Cuevas@ess.ms.gov>

Thu 1/20/2022 9:47 AM

To: bclean@bcleanllc.com <bclean@bcleanllc.com>

Cc: Kenneth O'Neal, Ph. D. <Kenneth.O'Neal@ess.ms.gov>; Otis Parker <Otis.Parker@ess.ms.gov>

 1 attachments (145 KB)

Intent to Award.pdf;

Good Morning,

Please see the attached Notice of Intent to Award for the Plumbing Services IFB 3160004710. We are pleased to offer a contract, once an approval has been received by the prevailing boards. We look forward to working with you.

Channon Cuevas

Contract Analyst

Ellisville State School &

South Mississippi Regional Center

Department of Mental Health

Office: 601-477-5615 Fax: 601-477-5710

Email: channon.cuevas@ess.ms.gov

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient, you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
COUNTY OF JONES
1st & 2nd Judicial District**

PERSONALLY appeared before me, the undersigned notary public in and for Jones County, Mississippi, the Legal/Classifieds Manager of The Laurel Leader-Call, a Newspaper as defined and prescribed in, Section 13-3-31 of the Mississippi Code 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

- On the 14 day of Dec 2021
- On the 21 day of Dec 2021
- On the ____ day of ____ 2021
- On the ____ day of ____ 2021

The Ellisville State School (hereinafter "Agency") has issued this solicitation for the purpose of receiving sealed bids from qualified providers to provide Master Plumber Services, for Plumbing Services to be performed on the Main Campus located at 1101 Highway 11 South, Ellisville, MS 39437. The Agency requires ongoing Plumber Services that will include but are not limited to, underground water and sewer infrastructure repair/maintenance, indoor water and sewer piping/appurtenances equipment maintenance/repair, lift stations, lagoon sewage treatment equipment maintenance, food service equipment maintenance, steam lines, and various other duties. Especially important is the knowledge of operating a backhoe/frontend loader. 811 locating duties. Other duties as assigned as related to plumbing.

Detailed specifications of IFB #3160004710 along with required bid documents may be obtained by contacting

Channon Cuevas, Contract Analyst, at (601) 477-5615, channon.cuevas@ess.ms.gov, at Ellisville State School Administration 1 building, 1101 Highway 11 South, Ellisville, MS 39437, on the Mississippi Contract-Opportunity website, <https://www.ms.gov/dfa/contractbidsearch> and on the Ellisville State School's website; www.ess.ms.gov. A MANDATORY pre-bid conference will be held at 10:00 am CST, December 28, 2021 at the Ellisville State School, Maintenance Conference Room. The deadline for bids to be submitted is, 12:00 pm CST January 19, 2022. Bid opening, 2:00 pm, CST January 19, 2022. Bids received after 12:00 pm CST will not be allowed. It is the sole responsibility of the bidder to ensure bids have been received by the deadline.

Ellisville State School is an equal opportunity Employer. Ellisville State School reserves the right to reject any and/or all bids.

Publish December 14 and 21, 2021



Affiant

RECEIVED
DEC 27 2021

Sworn to and subscribed before me on this 21 day of December A.D., 2021.

Ellisville State School
Contract Office



Notary Public





Ellisville State School

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Request for Proposals

Ellisville State School is Soliciting Bids for: Plumbing Services

BID COORDINATOR: Channon Cuevas, Contract Analyst Telephone: (601) 477-5615 channon.cuevas@ess.ms.gov

Bids must be received by: 12:00 PM CST, January 19, 2022 Bid Opening: 2:00 PM CST, January 19, 2022

[IFB RFX Number: 3160004710](#)

Ellisville State School is Soliciting Bids for: Professional Nursing Services

BID COORDINATOR: Channon Cuevas, Contract Analyst Telephone: (601) 477-5615 channon.cuevas@ess.ms.gov

Request for Proposals

Ellisville State School is Soliciting Quotations for: Repaving Project

Additional information can be obtained by contacting: Otis Parker (601)477-5836 otis.parker@ess.ms.gov

Quotations will be received until: Noon, December 29, 2021

[Project Description](#)

Ellisville State School is Soliciting Bids for: Plumbing Services

BID COORDINATOR: Channon Cuevas, Contract Analyst Telephone: (601) 477-5615 channon.cuevas@ess.ms.gov

Bids must be received by: 12:00 PM CST, January 19, 2022 Bid Opening: 2:00 PM CST, January 19, 2022

[IFB RFX Number: 3160004710](#)

[IFB RFX Number: 3160004710 Amendment One](#)

Ellisville State School is Soliciting Bids for: Professional Nursing Services

BID COORDINATOR: Channon Cuevas, Contract Analyst Telephone: (601) 477-5615 channon.cuevas@ess.ms.gov

Bids must be received by: 12:00 PM CST, Wednesday, January 6, 2022 Bid Opening: 2:00 PM CST, Wednesday, January 6, 2022

Request for Proposals

Ellisville State School is Soliciting Quotations for: Repaving Project

Additional information can be obtained by contacting: Otis Parker (601)477-5836 otis.parker@ess.ms.gov

Quotations will be received until: Noon, December 29, 2021

[Project Description](#)

Ellisville State School is Soliciting Bids for: Plumbing Services

BID COORDINATOR: Channon Cuevas, Contract Analyst Telephone: (601) 477-5615 channon.cuevas@ess.ms.gov

Bids must be received by: 12:00 PM CST, January 19, 2022 Bid Opening: 2:00 PM CST, January 19, 2022

[IFB RFX Number: 3160004710](#)

[IFB RFX Number: 3160004710 Amendment One](#)

[IFB RFX Number: 3160004710 Amendment Two](#)

Ellisville State School is Soliciting Bids for: Professional Nursing Services



Buying and Selling to Government in Mississippi

MISSISSIPPI SUPPLIERS (VENDORS)

TRANSPARENCY MS

BUYING FOR MISSISSIPPI

Procurement Opportunity And Public Notification Search

Search for Bid Opportunities and Public Notifications (Sole Source, Intent to Award, and Protective Order Request) using **Keyword** or **Advanced Search Options**. State Government Bid Opportunities will be posted to this page as defined by State Law. Sole Source, Intent to Award, and Protective Order Request notifications are not bid opportunities, but are posted in accordance with State Law to provide transparency to the public.

[ADVANCED SEARCH OPTIONS](#)

Agency	Smart Number	RFx Number	Description	Status	Advertised Date	Submission Date	RFx Opening Date	
ELLISVILLE STATE SCHOOL	3373-22-R-IFBD-00011	3160004710	Major Procurement PERSONNEL SERVICES NON-IT IFB for Plumbing Services Attachment - IFB 3160004710	Open	12/14/2021	01/19/2022	01/19/2022	View Contact

[Back to top](#)



Buying and Selling to Government in Mississippi

MISSISSIPPI SUPPLIERS (VENDORS)

TRANSPARENCY MS

BUYING FOR MISSISSIPPI

Procurement Opportunity And Public Notification Search

Search for Bid Opportunities, Award, and Protective Order Options. State Government defined by State Law. Sole Request notifications are n with State Law to provide transparency to the public.

Keyword search is used to search for any information pertaining to the RFX and does not require an asterisk to define the search; for example, Description, Date, Status, RFX Number or RFX Smart Number.

[ADVANCED SEARCH OPTIONS](#)

Agency	Smart Number	RFX Number	Description	Status	Advertised Date	Submission Date	RFX Opening Date	
ELLISVILLE STATE SCHOOL	3373-22-R-IFBD-00011-V01	3160004710	Major Procurement PERSONNEL SERVICES NON-IT IFB for Plumbing Services Attachment - Amendment One Attachment - IFB 3160004710	Open	12/14/2021	01/19/2022	01/19/2022	View Contact

[Back to top](#)

Request for Proposals

Ellisville State School is Soliciting Quotations for: Repaving Project

Additional information can be obtained by contacting: Otis Parker (601)477-5836 otis.parker@ess.ms.gov

Quotations will be received until: Noon, December 29, 2021

[Project Description](#)

Ellisville State School is Soliciting Bids for: Plumbing Services

BID COORDINATOR: Channon Cuevas, Contract Analyst Telephone: (601) 477-5615 channon.cuevas@ess.ms.gov

Bids must be received by: 12:00 PM CST, January 19, 2022 Bid Opening: 2:00 PM CST, January 19, 2022

[IFB RFX Number: 3160004710](#)

[IFB RFX Number: 3160004710 Amendment One](#)

[IFB RFX Number: 3160004710 Amendment Two](#)

Ellisville State School is Soliciting Bids for: Professional Nursing Services

Additional information can be obtained by contacting: Otis Parker (601)477-5836 otis.parker@ess.ms.gov

Quotations will be received until: Noon, December 29, 2021

[Project Description](#)

Ellisville State School is Soliciting Bids for: Plumbing Services

BID COORDINATOR: Channon Cuevas, Contract Analyst Telephone: (601) 477-5615 channon.cuevas@ess.ms.gov

Bids must be received by: 12:00 PM CST, January 19, 2022 Bid Opening: 2:00 PM CST, January 19, 2022

[Intent to Award IFB 3160004710](#)

[IFB RfX Number: 3160004710](#)

[IFB RfX Number: 3160004710 Amendment One](#)

[IFB RfX Number: 3160004710 Amendment Two](#)

Ellisville State School is Soliciting Bids for: Professional Nursing Services

BID COORDINATOR: Channon Cuevas, Contract Analyst Telephone: (601) 477-5615 channon.cuevas@ess.ms.gov

Bids must be received by: 12:00 PM CST, Wednesday, January 6, 2022 Bid Opening: 2:00 PM CST, Wednesday, January 6, 2022

To search for an RFX document by date(s), select the type of date (Advertised, Submission or RFX Opening) and enter a date range in the From Date and End Date fields.

Advertised
 Submission
 RFX Opening

From Date: End Date:

Major Procurement Category:
 Sub Procurement Category:
 Status:

RFX #:
 Smart Number:

Dept/Agency:
 RFX Type:

Agency	Smart Number	RFX Number	Description	Status	Advertised Date	Submission Date	RFX Opening Date	
ELLISVILLE STATE SCHOOL	3373-22-R-IFBD-00011-V03	3160004710	Major Procurement PERSONNEL SERVICES NON-IT IFB for Plumbing Services Attachment - Amendment One Attachment - Amendment Two Attachment - IFB 3160004710 Attachment - Intent to Award	Closed	12/14/2021	01/19/2022	01/19/2022	View Contact

Protest and Debriefing Notice

January 28, 2022

Procurement Type and Number	IFB 3160004710
Procurement Title	IFB for Plumbing Services
Contract Number	8200061408

No protest was submitted in writing within seven (7) calendar days of the solicitation posting or of the notice of intent to award the contract. Therefore, I certify that adequate time to protest has been given to all prospective contractors and that no protest or potential protests are known to the agency or any agency employees. Furthermore, no post-award vendor debriefing requests were received within three (3) business days of notification of the contract award nor were any post-award vendor debriefings held by the agency.

We appreciate your time and consideration regarding this matter.

Sincerely,

Channon Cuevas

Channon Cuevas, Contract Analyst
Ellisville State School
1101 Highway 11 South
Ellisville, MS 39437
Phone: (601) 477-5615
Email: channon.cuevas@ess.ms.gov



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Shepherd Insurance, LLC 111 Congressional Boulevard Suite 100 Carmel IN 46032	CONTACT NAME: Robin Cornelius CIC, AU, AIS PHONE (A/C, No, Ext): (317) 573-3024 E-MAIL ADDRESS: certs@shepherdins.com	FAX (A/C, No): (317) 846-5444
	INSURER(S) AFFORDING COVERAGE	
INSURED B Clean, LLC; Blendex, LLC P O Box 1054 Laurel MS 39441	INSURER A: AMCO Ins Co	NAIC # 19100
	INSURER B: Allied Prop & Cas Ins Co	42579
	INSURER C: Bridgefield Casualty Insurance Company	10335
	INSURER D: Westchester Surplus Lines Ins Co	10172
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL21122051795 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ACPLG03057927403	10/31/2021	10/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ACPBAPC3057927403	10/31/2021	10/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			ACPCAA3057927403	10/31/2021	10/31/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	0196-52136	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractor's Pollution Liability			G28280427002	10/31/2021	10/31/2022	Each Pollution Condition \$5,000,000 Aggregate \$5,000,000 Deductible \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Automatic Additional Insured Status Applies to General Liability, Auto Liability & Umbrella Coverage on a Primary & Non-Contributory Basis where required by written contract as per forms CG 73 23 12 16, CG 71 60 08 04, AC 70 04 03 16, & UMB 00 94 04 13 attached. Automatic Waiver of Subrogation Applies to General Liability, Auto Liability, Workers Compensation & Umbrella Liability where required by written contract as per forms CG 24 04 05 09, AC 70 04 03 16 & WC 00 03 13 attached. Additional Insured Status & Waiver of Subrogation Applies to Pollution Coverage Per Forms ENV-3250 (12/18), ENV-3251 (12/18), ENV-3253 (12-18) & ENV-3143 (03-05), attached.

CERTIFICATE HOLDER Ellisville State School 1101 Old Hwy 11 Ellisville MS 39437	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS ENHANCEMENT PLUS ENDORSEMENT
INCLUDING MEDICAL PAYMENTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Lost Key Coverage

1. Under Section I - Coverages, Coverage A Bodily Injury And Property Damage Liability, coverage is extended to include the following:
If a customer's master or grand key, excluding electronic key card, is lost, damaged or stolen while in your care, custody or control we will pay the cost of replacing the keys, including the master lock and all keys used in the same lock, the cost of adjusting locks to accept the new keys, or the cost to replace the locks, whichever is less.

2. Limit of Insurance - For the purpose of this coverage the most we will pay is \$ 10,000 per "occurrence".

B. Voluntary Property Damage

1. Section I - Coverages, Coverage A Bodily Injury And Property Damage Liability coverages extended include the following:

At your request, we will pay for "property damage" to property of others caused by you and while in your possession, arising out of your business operations and occurring during the policy period.

2. Limit of Insurance - For the purpose of this coverage the most we will pay is \$1,500 per "occurrence".

C. Non-Owned Watercraft

Under Section I - Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions, Exclusion g, Aircraft, Auto Or Watercraft Paragraph (2) (a) is replaced with:

(a) Less than 51 feet long; and

D. Expanded Property Damage Coverage

1. For the purposes of this endorsement only: Section I - Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions, Exclusion g, 1. Damage To Property is amended as follows:

a. Paragraphs (3), (5), and (6) are deleted in their entirety.

b. Paragraph (4) is deleted in its entirety and replaced with:
(4) Personal property in the care, custody, or control of the insured:
(a) for storage or sale at premises you own, rent or occupy; or
(b) while being transported by any aircraft, "auto" or watercraft owned or operated by or rented to or loaned to any insured.

c. The coverage provided by this endorsement does not apply to "property damage":

(1) Arising out of the disappearance or loss of use of personal property; or
(2) Included in the "products-completed operations hazard".

2. Limit of Insurance - The most we will pay for loss arising out of any one "occurrence" is \$5,000.

3. Deductible - Our obligation to pay for a covered loss applies only to the amount of loss in excess of \$250.

We will pay the deductible amount to effect settlement of any claim or "suit" and, upon notification of this action having been taken, you shall promptly reimburse us for the deductible as has been paid by us.

This Insurance is primary, expanded property damage coverage provided by a separate endorsement attached to this policy, and it will supplant any deductible in said endorsement

E. Damage To Premises Rented To You

1. Under Section I - Coverages, Coverage A Bodily Injury And Property Damage Liability, the last paragraph of 2. Exclusions is replaced with:

If Damage To Premises Rented To You is not otherwise excluded, Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner.

2. Under Section III - Limits Of Insurance, Paragraph 5 is replaced with:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner. The limit is increased to \$1,000,000.

3. Under Section IV - Commercial General Liability Conditions, 4. Other Insurance, b. Excess Insurance (1) (a) (ii) is replaced with:

(ii) That is Fire, Lightning, Explosion, Smoke or Sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

F. Supplementary Payments

Under Section I - Coverages, Supplementary Payments - Coverages A and B Paragraphs 1.b and 1.d. are replaced with:

b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

G. Newly Formed And Acquired Organizations

Under SECTION II - WHO IS AN INSURED Paragraph 3.a. is replaced with:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

H. Additional Insured - Automatic Contract When Required In An Agreement Or Contract With You

Section II - Who Is An Insured is amended to include:

1. Any person(s) or organization(s) described in Paragraph a. - d. below with whom you have agreed in writing in a contract or written agreement that such person or organization be added as an additional insured on your policy during the policy period shown in the Declarations.

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

The person or organization added as an insured by this endorsement is an insured only for liability due to:

a. Lessors of Leased Equipment - with respect to their liability for "bodily injury", "property damage", or "personal and advertising injury", caused in whole or in part by your maintenance, operation, or use of equipment leased to you by such person(s) or organization(s). This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

However, their status as additional insured under this policy ends when their lease, contract, or agreement with you for such leased equipment expires.

b. Managers or Lessors of Premises - with respect to liability arising out of the ownership, maintenance, or use of that part of the premises you own, rent, lease, or occupy.

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

c. State or Political Subdivision - Permits Relating to Premises - with respect to the following hazards for which the state or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies:

(1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(2) The construction, erection, or removal of elevators; or

(3) The ownership maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

(1) "Bodily injury" or "property damage" or "personal or advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

d. Owners, Lessees, or Contractors - with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf in the performance of your ongoing operations performed for that additional insured, whether the work is performed by you or on your behalf.

The insurance does not apply to:

(1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering, or survey services, including:

(a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, survey, field orders, change orders, or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional, architectural, engineering, or surveying services.

(2) "Bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, a person or organization's status as additional insured under this policy ends when your operations for that additional insured are completed.

With respect to the insurance afforded to such additional insureds a. - d. described above, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

However, the insurance afforded to such additional insureds a. - d. described above:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

3. Primary and Noncontributory - Other Insurance Conditions

The following is added to the Other Insurance Condition and supersedes any provisions to the contrary:
Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

I. Employee Bodily Injury To Another Employee

Under Section II - Who Is An Insured The following is added to Paragraph 2.a.(1):

Paragraphs 2.a.(1) (a), (b) and (c) do not apply to "bodily injury" to a co-employee" in the course of the co-employee's employment by you, or to "bodily injury" to a co-volunteer worker" while performing duties related to the conduct of your business.

J. Broad Form Named Insured

Under Section II - Who Is An Insured The following is added to Paragraph 2.:

a. Any business entity incorporated or organized under the laws of the United States of America (including any State thereof), its territories or possessions, or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than fifty percent. If other valid collectible insurance is available to any business entity covered by this solely by reason of ownership by the Named Insured shown in the Declarations in excess of fifty percent, this insurance is excess over the other insurance, whether primary, excess, contingent, or on any other basis.

K. Aggregate Limit Per Location

Under Section III - Limits Of Insurance the following is added to Paragraph 2:

The General Aggregate Limit under Section III Limits Of Insurance applies separately to each of your locations owned by or rented to you or temporarily occupied by you with the permission of the owner. For the purposes of this provision, location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a public street, roadway, waterway or railroad right-of-way.

L. Aggregate Limit Per Project

Under Section III - Limits Of Insurance The following paragraph is added to Paragraph 2:

The General Aggregate Limit under Section III Limits Of Insurance applies separately to each of your construction projects away from premises owned by or rented to you.

- M. Medical Payments
Under Section III - Limits Of Insurance, Paragraph 7, is replaced with:
7. Subject to 5. above, the higher of:
a. \$10,000; or
b. The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by one person.
This coverage does not apply if Coverage C - Medical Payments is excluded either by the provisions of any coverage forms attached to the policy or by endorsement.
- N. Knowledge Of An Occurrence
Under Section IV - Commercial General Liability Conditions, the following is added to 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:
e. Knowledge of an occurrence, offense, claim or suit by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an occurrence, offense, claim or suit from the agent or employee.
f. The requirements in Paragraph b. will not be considered breached unless there is knowledge of occurrence as outlined in Paragraph e. above.
- O. Unintentional Failure To Disclose Hazard
Under Section IV - Commercial General Liability Conditions, Condition 6. Representations the following paragraph is added:
d. Your failure to disclose all hazards or prior "occurrences" or offenses existing as of the

inception date ; policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

- P. Waiver Of Subrogation
Under Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us the following paragraphs is added:
If required by a written contract executed prior to loss, we waive any right of subrogation we may have against the contracting person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".
- Q. Liberalization
Under Section IV - Commercial General Liability Conditions, the following paragraph is added:
10. Liberalization
If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.
- R. Broadened Bodily Injury Definition (Mental Anguish)
Under Section V - Definitions Definition 3. "Bodily Injury" is replaced with:
3. "Bodily Injury" means physical injury, sickness, or disease to a person and if arising out of the foregoing, mental anguish, mental injury, shock, or humiliation, including death at any time resulting therefrom.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
WHEN REQUIRED - ANY ENTITY WHOM THE INSURED IS REQUIRED BY WRITTEN CONTRACT TO INCLUDE AS ADD'L INSURED	ALL LOCATIONS AND JOBS THAT THE INSURED HAS COMPLETE FOR ANY ENTITY WHOM THE INSURED'S REQUIRED BY WRITTEN CONTRACT TO INCLUDE AS ADD'L INSURED

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
- B. With respect to the insurance provided to the person or organization shown in the Schedule of the Endorsement the following provisions apply:
1. We will have the right and duty to defend the additional insured against any "suit" seeking damages to which this endorsement applies. However, our duty to defend the additional insured is limited to defending only those claims or "suits" specifically pertaining to "bodily injury" or "property damage" caused by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard". We will have no duty to defend any claims or "suit" pertaining to any other liability on the part of the additional insured.
2. This insurance does not apply to liability arising out of the sole negligence or willful misconduct of the additional insured.

All terms and conditions of this policy apply unless modified by this endorsement.

**COMMERCIAL AUTO
AC 70 04 03 16**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PROTECTION - PLUS

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGES

- A. Effect of This Endorsement
- B. Temporary Substitute Autos - Physical Damage Coverage
- C. Employees as Insureds - Nonowned Autos
- D. Additional Insured by Contract, Permit or Agreement
- E. Prejudgment Interest Coverage
- F. Personal Effects and Property of Others Extension
- G. Expanded Towing Coverage
- H. Expanded Transportation Expense
- I. Extra Expense - Stolen Autos
- J. Emergency Lockout
- K. Transfer Of Rights Of Recovery Against Others To Us
- L. Section IV - Business Auto Conditions - Notice of Knowledge of Occurrence

AC 70 04 03 16

- A. EFFECT OF THIS ENDORSEMENT
Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.
- B. TEMPORARY SUBSTITUTE AUTOS - PHYSICAL DAMAGE COVERAGE
The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of the - COVERED AUTOS SECTION:
If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:
Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
a. Breakdown;
b. Repair;
c. Servicing;
d. "Loss"; or
e. Destruction
The coverage that applies is the same as the coverage provided for the vehicle being replaced.
- C. EMPLOYEES AS INSUREDS - NONOWNED AUTOS
The following is added to paragraph A.1. Who Is An Insured of SECTION II - COVERED AUTOS LIABILITY COVERAGE:
d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.
- D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT
The following is added to A.1. Who Is An Insured of SECTION II - COVERED AUTOS LIABILITY COVERAGE:
Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed

- or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Autos Liability Coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II - COVERED AUTOS LIABILITY COVERAGE .
- If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
- E. PREJUDGMENT INTEREST COVERAGE
The following paragraph is added to SECTION II - COVERED AUTOS LIABILITY COVERAGE, Supplementary Payments under item:
(7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- F. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION
1. The Care, Custody or Control Exclusion of the SECTION II - COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$250 in any one "accident". Coverage is excess over any other valid and collectible insurance.
2. The following paragraph is added to Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE:
c. We will pay up to \$500 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.
- G. EXPANDED TOWING COVERAGE
1. We will pay up to:
a. \$100 for a covered "auto" you own of the private passenger type, or

- b. \$250 for a covered "auto" you own that is not of the private passenger type, for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.
- 2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
- 3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

H. EXPANDED TRANSPORTATION EXPENSE
Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE SECTION is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss"

I. EXTRA EXPENSE - STOLEN AUTOS

The following paragraph is added to Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

- c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage

J. EMERGENCY LOCKOUT - PRIVATE PASSENGER VEHICLES

We will reimburse you up to \$75 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" of the private passenger type subject to these provisions:

1. Your door key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto", or
2. Your key or key entry pad has been lost

or stole. you have changed the lock to prevent an unauthorized entry; and
3. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

K. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

L. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

- a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer or insurance manager, if you are a corporation.
- b. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer or insurance manager, if you are a corporation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - PRIMARY AND NONCONTRIBUTORY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

- A. Under DEFINITIONS, A. Applicable to Coverage A and Coverage B, definition 7. "Other insurance" is replaced by the following:
 7. "Other insurance" means a policy of insurance affording coverage that this policy also affords. "Other insurance" includes any type of self-insurance or other mechanism by which an "insured" arranges for funding of legal liabilities.

- c. a policy of insurance specifically purchased to be excess of this policy affording coverage that this policy also affords.
- B. Under CONDITIONS, Applicable to Coverage A and Coverage B, the following paragraph is added to condition 10. "Other Insurance":
This condition does not apply when "underlying insurance" provides coverage on either a primary basis or a primary and noncontributory basis to an additional insured included in "underlying insurance".

All terms and conditions of this policy apply unless modified by this endorsement.

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 03 13
(Ed. 4-84)

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Schedule

<p>Name Of Person Or Organization:</p> <p>"ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A WRITTEN CONTRACT OR AGREEMENT"</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
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"Blanket Waiver of Subrogation Applies"

The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

All terms and conditions of this policy apply unless modified by this endorsement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
Date Prepared: November 22, 2021

Carrier: Bridgefield Casualty Insurance Company

Effective Date of Endorsement: January 1, 2022

Policy Number: 196-52136

Countersigned by: 

Insured: B Clean, LLC

WC 00 03 13 (Ed. 4-84)



Ellisville State School

Rinsey McSwain
Director

1101 Highway 11 South
Ellisville Mississippi 39437-4444

Phone: (601)477-9384
Fax: (601)477-5700

January 20, 2022

Mississippi Department of Finance & Administration
Bond Advisory Division
P.O. Box 267
Jackson, MS 39205

Dear Sir/Madam,

I am hereby providing notification of Ellisville State School's intent to enter into a contract for Plumbing Services with B Clean, LLC. (MAGIC Vendor ID number 3100023521). The services as mentioned, require the use by the Contractor, of a State-owned Frontend Loader, underground pipe locators, sewer tapes, drum sewer machine and ladders. Our intention is to allow the use of these items by the Contractor to help alleviate costs associate with maintaining the plumbing systems on campus.

Ellisville State School, an agency of the State of Mississippi and a program of the Mississippi Department of Mental Health, operates primarily form a 1200-acre campus in Ellisville (Jones County) Mississippi. Currently, we are attempting to contract with an external entity for campus to maintain and perform any repairs to all plumbing systems.

Kind Regards,

Dr. Kenneth O'Neal PhD.
Assistant Director
Ellisville State School