

# INVITATION FOR BIDS

IFB No. 2026-01

RFx: 3160007819

## *HVAC Services*



**Ellisville State School  
Administration Building I  
1101 Highway 11 South  
Ellisville, Mississippi 39437-4444**

Issue Date:  
January 7, 2026

Closing Date:  
**February 27, 2026, at 4:30 pm CST**

Contact:  
Beverly Rogers  
[beverly.rogers@ess.ms.gov](mailto:beverly.rogers@ess.ms.gov)  
(601) 477-5615

## **Section 1 – Authority, Purpose and Background**

Ellisville State School (hereinafter “Agency”) has issued this solicitation for the purpose of soliciting sealed bids from qualified providers for **HVAC Services**, where indicated.

**Section 1.1 Background:** Ellisville State School is a state operated regional program providing comprehensive services to Persons Served with intellectual and developmental disabilities. The program is under the jurisdiction of the Mississippi Board of Mental Health. Administratively, it is in the Bureau of Intellectual and Developmental Disabilities division of the Mississippi Department of Mental Health. “Agency” offers services to people in a residential setting and provides an array of programs and services in the community through the Community Services System. “Agency” serves approximately 240 people on the main campus and additional Persons Served in the community. It is the goal of “Agency” to provide each person with the appropriate services so that each will develop to the maximum of his or her potential. The program desires through treatment and training to place each person in his or her least restrictive environment. This goal is consistent with state and national policy regarding service programs for Persons Served with intellectual and developmental disabilities.

It is the intent of the “Agency” to award one contract to the lowest and best bid.  
However, the “Agency” reserves the right to award in the best interest of the Agency.

## **Section 2 – Timeline**

IFB Issue Date	January 7, 2026
<b>Pre-Bid Conference - optional</b>	<b>February 03, 2026 at 9:00am CST</b>
Questions and Requests for Clarification	February 06, 2026
Response to Questions/Clarifications	February 13, 2026 by 4:30pm CST
<b>Bid Package Submission Deadline</b>	<b>February 27, 2026 at 4:30 pm, CST</b>
Bid Opening	March 02, 2026 at 10:00 am, CST
<i>Notice of Intent to Award</i>	March 03, 2026
Request for Reconsideration of the <i>Intent to Award</i>	March 06, 2026
<b>Anticipated Contract Start</b>	<b>July 01, 2026</b>

## **Section 3 – Pre-Bid Conference and Questions/Clarifications and Response**

**3.1 Pre-Bid Conference, Tour, or Site Visit:** A pre-bid conference will be held at **09:00 AM**, CST on **February 03, 2026** at *Ellisville State School, Admin Building I - 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. 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 people 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. 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 questions via email **no later than February 06, 2026**. Vendors must email all questions to Beverly Rogers, Bid Coordinator at [Beverly.rogers@ess.ms.gov](mailto:Beverly.rogers@ess.ms.gov) or [ess.contracts@ess.ms.gov](mailto:ess.contracts@ess.ms.gov)

**3.2** It is the vendor's responsibility to make sure questions are submitted on time. The Agency may not answer questions submitted after the deadline. The identity of the organization submitting the question(s) will not be revealed.

**3.3** "Agency" will publish all questions and answers on the ESS website and the procurement portal so that all vendors have the same information.

**ESS website:** <https://www.ess.ms.gov/request-proposals-projects-and-services>

"Procurement portal" refers to: [https://www.ms.gov/dfa/contract\\_bid\\_search/Home/Buy](https://www.ms.gov/dfa/contract_bid_search/Home/Buy)

**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 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.

**3.7 Cancellation of Solicitation or Rejection of Individual Bids**

At ESS's sole discretion, an IFB may be canceled or any or all responses to the solicitation may be rejected, in whole or in part, when ESS determines that it is in the Agency's best interest to do so.

**3.8 Contract Rights**

Contract rights do not vest in any party until a contract is legally executed. ESS is under no obligation to award a contract following issuance of this solicitation

## **Section 4 – Scope of Work**

**4.1** Vendor shall perform and complete in a timely and satisfactory manner the services described in **Attachment I: Scope of Work**, which is attached hereto and made a part hereof by reference.

**4.1.1 Location of Work:** The work is to be performed, completed, and managed at the following location(s): “Agency”, Main Campus, located at 1101 Highway 11 South, Ellisville, MS 39437 and Community Homes, as needed (**see Attachment J – ESS Community Homes**).

### **4.2 Compliance with Contracting Agency Policies:**

**4.2.1** Assign a Vendor Account Representative to work directly with the Contracting Agency Representative.

**4.2.2** Ensure all Vendor 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. Vendor identification badges as well as personal identification of the individual employee shall be worn and clearly visible while on state property. Vendor personnel may be required to provide photographic identification for inspection upon entering state facilities.

**4.2.3** State facilities are non-smoking. The use of tobacco products is prohibited, except within designated smoking areas.

**4.2.4** The Vendor and its personnel shall not possess illegal drug or alcohol on State property. The Vendor and its personnel shall not consume any unlawful or illegally obtained drug or alcoholic beverage while on duty.

**4.2.5** The Vendor’s employees must avoid using foul, abusive, or profane language on state property.

**4.2.6** The Contracting Agency reserves the right to inspect and search Vendor personnel and/or vehicles anytime while on facility grounds.

**4.2.7** Vendor personnel may be required to show photo identification to enter facilities or wear visible, Agency-approved ID badges at all times while on State property. Some facilities require sign-in and sign-out at certain facilities/buildings.

**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 Vendor or Vendor personnel to any person(s) and/or property. The Vendor 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. The 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** Always exercise precautions for the protection of people (including employees) and property. The Vendor 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 always be properly supervised and adequately manned by an experienced crew of an 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 Vendor shall be responsible for the supervision and direction of the work performed by its personnel. The Vendor shall be responsible for instructing its personnel in all safety measures. All equipment used by the Vendor 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** All firearms and weapons must be signed-in and out, at guard shack, until end of workday/work shift.

**4.2.11** 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 Vendor or its personnel will not be tolerated and will be considered grounds for contract termination.

**4.2.12** 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 Vendor 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 Vendors should:**

**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 at the Agency, verify and/or provide the results; and,

**4.3.4** Replace immediately, at no additional expense to the Contracting Agency, any employee performing unsatisfactorily.

## **Section 5 - Basis for Award**

### **5.1 According to PPRB OPSCR Rules and Regulations Effective September 6, 2024-3.4.1 Invitation for Bids**

An Invitation for Bids (“IFB”) is the statutorily preferred method of procurement. The Agency provides a detailed scope of services and the minimally acceptable vendor qualifications. The Agency is required to contract with the responsive and responsible vendor(s) who submitted the lowest bid price(s). An IFB requires that the Agency use objective factors to determine whether the vendor is responsive, responsible, and submitted the lowest bid.

**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** The agency intends to award one (1) contract to provide the services described in this IFB to the lowest responsible and responsive bidder. The number of awards is at the sole discretion of the Agency.

## **Section 6 – Minimum Bidder Qualifications**

The vendor must have:

**6.1 Prior Experience:** Vendor 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:** Vendor shall provide copies of all valid licenses and certificates required for performance of the work. The copies shall be delivered to the agency no later than ten days after Vendor receives the Notice of Intent to Award from the agency. Current copies of licenses and certificates shall be provided to the agency within twenty-four hours of demand at any time during the contract term. The Vendor must possess and maintain the minimum vendor certifications, accreditations, and/or licensures described in this IFB, by way of illustration and no limitation, the following:

1. A business license valid in the State of Mississippi - <https://www.ms.gov/sos/onestopshop>
2. A professional license or certificate in the industry field, if required for this bid.

**6.3** 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 specified time, 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**

Pending Public Procurement Review Board approval, the estimated period of performance of any contract resulting from this IFB is tentatively scheduled to begin on or about July 01, 2026, and to end on June 30, 2027. Upon written agreement of both parties at least thirty (30) days prior to each contract anniversary date, the contract may be renewed by the Agency for a period of four (4) successive one-year period(s) under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed four (4).

## **Section 8 – Bid Submission Requirements**

### **8.1 Submission Format**

Vendors must submit all the documents listed below with their bid. Only the information on the Bid Form and the required attachments will be used to evaluate bids. Incomplete bids may be rejected.

### **The bid package must include:**

- ☐ Bid Cover Sheet (**Attachment A**)
- ☐ Bid Form (**Attachment B**)  
All pricing must be entered on the form. The Bid Form must be signed by someone authorized to sign contracts for the company.
- ☐ References (**Attachment C**)
- ☐ References Score Sheet (**Attachment D**)
- ☐ Acknowledgement of all IFB Amendments that may be issued before the closing date.  
See **Section 3.6 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. (in addition: Bid Coordinator will email all bidders of any amendments issued)
- ☐ Certifications & Assurances (**Attachment E**)
- ☐ Release of Bid as Public Record (**Attachment F**)

**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.**

## 8.2 Submission Requirements

**8.2.1 All bids must be received by February 27, 2026, by 4:30 pm CST.** Late bids will be rejected and remain unopened in the procurement file. ESS will not be responsible for delivery delays, lost packages, misdirected emails, or other errors

A Vendor may submit a bid in one of two ways:

Option 1: Physical Bid	Option 2: Email
<p>Mail or deliver one (1) complete, signed bid package in a sealed envelope to:</p> <p>Ellisville State School Attn: Beverly Rogers Admin Building I 1101 HWY 11 South Ellisville, MS 39437-4444</p> <p><u>Label the envelope clearly:</u></p> <p><b>SEALED BID – DO NOT OPEN</b></p> <p><b>HVAC Services Bid Opening 03.02.26</b></p>	<p>Email one (1) complete, signed bid package to <b>BOTH</b> of the following addresses:</p> <p><a href="mailto:beverly.rogers@ess.ms.gov">beverly.rogers@ess.ms.gov</a> <a href="mailto:ess.contracts@ess.ms.gov">ess.contracts@ess.ms.gov</a></p> <p><u>Use this subject line:</u></p> <p><b>SEALED BID</b> <b>HVAC Services Bid Opening 03.02.26</b></p> <p>Email Bids will not be opened until the official bid opening date and time. Email timestamp will serve as the official receipt time.</p>

**8.2.2** All bid packages must be received by the agency no later than **Friday, February 27, 2026, at 4:30 pm CST.** **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.

**8.2.3** 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.

**8.2.4** On hand delivered Bids: The time and date of receipt will be indicated on the sealed bid envelope or package by agency staff.

**8.2.5** 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.

**8.2.6** 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 G and H** of this IFB.

**8.2.7** 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.

**8.2.8** 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.

### **Section 9 – Bidder Certification**

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award offered 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.  
<https://www.ms.gov/sos/onestopshop>

### **Section 12 – Insurance, Bonds, or Other Sureties**

**12.1** Each successful Vendor shall maintain insurance which, at a minimum, shall include the following types of insurance and coverage limits:

**12.1.1 Workers Compensation** as required by the laws of the State of Mississippi, and

**12.1.2 Comprehensive General Liability or Professional Liability** with minimum limits of \$1,000,000.00 per occurrence for bodily injury, personal injury, accidental death, property damage, employee dishonesty, and identity theft; and

**12.1.3 Employee Dishonesty or Fidelity Bond** insurance with third party liability coverage and with minimum limits of \$500,000.00

**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 insurances policies shall list **Ellisville State School** 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** Vendor shall submit to Agency within thirty (30) days of a signed contract, 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 a thirty (30) day period may be cause of cancellation of contract.

**12.2.5** Vendor shall obtain at Vendor's expense the insurance and/or bond requirements specified in the procurement and contract prior to performing under this Contract, and Vendor 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** Vendor 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 Vendor will keep in force all required insurance and/or bond until the contract is terminated or expires.

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

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

**12.2.9** Vendor shall ensure that any of the above-described policies should 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 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 the 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**

The bid will be opened privately by the agency in accordance with the PPRB Rules and Regulations. The name of each bidder and such other information as is deemed appropriate by the Agency shall be recorded. This information shall be available to the public via the *Mississippi Public Records Act of 1983*.

## **Section 14 – Award Notification**

The Notice of Intent to Award shall be: (1) distributed directly to all bidders who responded to the solicitation, (2) posted publicly on the Agency's website, **and** (3) posted publicly on the procurement portal. ([Procurement Opportunity and Public Notification Search - Buying and Selling to Government of Mississippi](#))

## **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 the Procurement Process**

All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*

*PPRB OPSCR Rules and Regulations Effective September 6, 2024, Page 19 of 171 - 1.4.4 Cost of Participation in the Procurement Process*

*All parties shall bear their own respective costs incurred in participating in the procurement process. This includes, but is not limited to, the cost of preparation of any response to a solicitation issued pursuant to these rules and regulations, cost associated with travel to pre-submission conferences and/or site visits, and any costs related to pursuing a request for reconsideration regardless of the outcome. Nothing in Section 1.4.4 shall prevent an Agency from requiring a bond from any vendor requesting reconsideration.*

### **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.

### **15.6 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.

### **15.7 Withdrawal of Bids**

A bidder may withdraw a bid at any time by written notice to the Agency official designated in the IFB. If any such withdrawal occurs by the successful bidder(s) after the bid opening and/or issuance of the Notice of the Intent to Award, the Agency may cancel the solicitation or proceed with award of a contract as if the withdrawn bid had not been submitted.

### **15.8 MINOR INFORMALITIES AND IRREGULARITIES**

"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 of the services being procured and if doing so does not create an unfair advantage for any bidder. If insufficient information is submitted by a bidder for "Agency" to properly evaluate the offer, "Agency" has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any bidder. (*Information requested may include, for example, a copy of business or professional licenses, or a work schedule.*)

### **15.9 Reconsideration of the Intent to Award**

A bidder who responded to an IFB has an opportunity to request that the procuring Agency reconsider its intent to award the contract to a specific bidder or bidders. Any such request shall be filed with the Agency official primarily responsible for the procurement and the Director of OPSCR within **three business days** following issuance of the Notice of Intent to Award and posting of the Agency Procurement File in compliance with Sections 5.6.1, 5.6.1.1, and 5.6.1.2. It shall be the sole responsibility of the requesting bidder to ensure the request is timely received by all required parties. Failure to timely request

reconsideration in compliance with this Section results in waiver of any claim a bidder may have as to the Agency's decision to award the contract.

The request must include:

- RFX number of this solicitation (RFX# **3160007819**)
- Vendor name
- single contact person and their contact information
- Date the IFB was issued
- A clear statement identifying which rule(s) from the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations the Vendor believes the solicitation violates

Exhibits shall not be included with the request. Rather, the requesting vendor shall clearly identify the portion(s) of the Agency Procurement File and/or the IFB at issue in the request. Reference to documents outside of or facts not supported by the Agency Procurement File or the IFB shall not be considered by the Agency when responding to the request.

**15.9 Property Rights**

Property rights do not inure to any Bidder until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. "Agency" is under no obligation to award a contract and may terminate a legally executed contract at any time.

**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 G 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 H 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(s)**

This IFB, questions and answers concerning this IFB, and the Notice of Intent to Award will be posted on the agency website at ([www.ess.ms.gov/request-proposals-projects-and-services](http://www.ess.ms.gov/request-proposals-projects-and-services)) and on the Mississippi Contract/Procurement Opportunity Search Portal website([www.ms.gov/dfa/contract\\_bid\\_search](http://www.ms.gov/dfa/contract_bid_search)).

## **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 **4:30 PM CST, February 27, 2026.**

PLEASE MARK YOUR ENVELOPE:

**SEALED BID – DO NOT OPEN**

**HVAC Services Bid Opening 03.02.26**

Name of Company: \_\_\_\_\_

Quoted By: \_\_\_\_\_

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

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

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 this company established? \_\_\_\_\_

How many years has the firm been in business of performing the services asked 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 HVAC 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.

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Is your company licensed and/or certified to provide Wheelchair service and repairs 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 perform the services required in this IFB.

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For how many customers has your company provided HVAC Services to in the past two years?

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What is the largest customer your company has provided HVAC Services within the past two years?

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

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**Attachment B**  
**IFB # 3160007819**  
**HVAC Services**

**BID FORM**

<b>Company</b>	<b>Contact Person</b>	<b>Telephone Number</b>

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

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

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

All hazardous materials and/or environmental fees shall be included in Unit Price. Ellisville State School will not pay separate fees for any licenses, certifications, hazardous and/or environmental fees.

Materials must be of the highest quality and billed on a cost (supplier's invoice) plus established markup percentage at \_\_\_\_%. Shipping Cost markup \_\_\_\_%. An allowance of \_\_\_\_% shall be allowed for miscellaneous items such as bolts, screws, etc. not requiring additional documentation.

\*\*\*Items with a cost of greater than **\$500.00** will require the written authorization and approval of the product manufacturer by the agency's representative.

Ellisville State School has a vast supply of HVAC repair parts accessible to the contractor for needed repairs and can be restocked once issued out for equipment repairs.

Second party billing will not be allowed. Any specialized labor needed in addition to contracted service provider will be the sole responsibility of the awarded contractor.

See next page for hourly rates -

**Attachment B**  
**IFB # 3160007819**  
**HVAC Services**  
**BID FORM**

Page 2 continued -

Labor rates shall remain firm throughout the duration of the contract at the following schedule;

Unit Description	Unit Price
Service Call	
Unit Description	HOURLY RATE
Technician normal hours between 7:00 AM – 5:30 PM CST, Monday - Friday	
Technician After Hours – defined as time 5:31 PM – 6:59 AM CST	
Technician – Weekend Rate	
Technician - Holiday Rate	

**Response Time –**

Maximum amount of time contractor needs to respond to any given mechanical failure from the time the Agency makes a service request until Contractor arrives at Ellisville State School.

1. HVAC and Walk-In Refrigeration in minutes \_\_\_\_\_ or hours \_\_\_\_\_.
2. All other equipment in minutes \_\_\_\_\_ or hours \_\_\_\_\_.

**Signature** \_\_\_\_\_

**Attachment C**  
**REFERENCES**  
**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: \_\_\_\_\_

**Attachment D**  
**References Score Sheet**  
**RFx 3160007819**  
**IFB for HVAC 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 services when you called?	Yes	No
Satisfied with services provided? If no, please explain.	Yes	No
Vendor easy to work with in scheduling services?	Yes	No
Was the service 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
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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:** \_\_\_\_\_  
SignatureTitleDate

## Attachment E

### Certifications & Assurances

**By signing below**, the company Representative certifies they have authority to bind the company, and further acknowledges and certifies on behalf of the company:

1. That they have thoroughly read and understand 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 G and H);
4. That the company will perform the services required at the prices quoted above.
5. That, to the best of knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of this submission date;
6. The Vendor represents that its workers are licensed, certified and possess the requisite credentials to do service 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. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**  
By submitting a **bid**, the **bidder** certifies that the prices submitted in response to the solicitation have been arrived independently and without any consultation, communication, or agreement with any other **bidder** or competitor for the purpose of restricting competition.
9. **OFFEROR'S REPRESENTATION REGARDING CONTINGENT FEES:** By **responding to the solicitation** the **Vendor** represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the **Vendor** cannot make such a representation, a full and complete explanation shall be submitted in writing **to the Agency prior to contract execution**.
10. **REPRESENTATION REGARDING CONTINGENT FEES:** Vendor 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 Vendor's bid.
11. **REPRESENTATION REGARDING GRATUITIES:** **Vendor** represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of "Agency" a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. **Vendor** further represents that no employee or former employee of "Agency"

has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by **Vendor**. **Vendor** further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

**Printed Name of Representative:** \_\_\_\_\_

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

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

**Note:** Failure to sign 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.

**\*Please include in Bid Package when submitting\***

## Attachment F

### RELEASE OF BID AS PUBLIC RECORD

Notice to the bidder that the redacted version of the bid – or if a bidder does not produce a redacted version, the full bid document – will be released at the Agency’s sole discretion, without notice to the bidder and will be produced as a public record exactly as submitted.

***Bidders shall acknowledge one of the following statements as applicable regarding release of its bid document as a public record. A bidder may be deemed non-responsive if the bidder fails to comply with the requirements of the statement acknowledged.***

Choose one:

\_\_\_\_ Along with a complete copy of its bid, ***bidder has submitted a second copy of the bid document in which all information bidder deems to be confidential commercial and financial information and/or trade secrets are redacted in black.*** Bidder acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Regulations if the [Agency] or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that the Agency may release the redacted copy of the bid document at any time as a public record without further notice to bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.

\_\_\_\_ ***Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by the Agency at any time without notice to bidder.*** Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). The bid contains no information bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A bidder who selects this option but submits a redacted copy of its bid may be deemed non-responsive.

Name: \_\_\_\_\_

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

**\*Please include in Bid Package when submitting\***

## ATTACHMENT G – Sample Contract

### 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 law's provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.
2. Approval: It is understood that if this contract requires approval by the Public Procurement Review Board (PPRB) and/or the Department of Finance and Administration Office of Personal Service Contract Review (OPSCR) and/or Department of Mental Health, and this contract is not approved by the PPRB and/or OPSCR and/or DMH, it is void and no payment shall be made hereunder.
3. Attorney's Fees and Expenses: In the event Vendor defaults on any obligations under this Agreement, Vendor shall pay to "Agency" all costs and expenses, without limitation, incurred by "Agency" in enforcing this Agreement or reasonably related to enforcing this Agreement. This includes but is not limited to investigative fees, court costs, and attorney's fees. Under no circumstance shall "Agency" be obligated to pay attorneys' fees or legal costs to Vendor.
4. Authority To Contract: Vendor warrants:
  1. That it is a validly organized business with valid authority to enter into this agreement;
  2. That it is qualified to do business and in good standing in the State of Mississippi;
  3. That entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual agreement of any kind; and,
  4. Notwithstanding any other provision of this agreement to the contrary, 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. Availability of Funds: It is expressly understood and agreed that the obligation of "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 time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of source funding, "Agency" shall have the right upon ten (10) business days written notice to Vendor, to terminate this agreement without damage, penalty, cost or expenses to "Agency" of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
6. Compliance with Equal Opportunity in Employment Policy: Vendor understands that "Agency" 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 Vendor agrees during the term of the agreement that Vendor will strictly adhere to this policy in its employment practices and provision of services.
7. Compliance with Laws: Vendor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.
8. Confidentiality: "Agency" is a public agency of the State of Mississippi and is subject to the *Mississippi Public Records Act of 1983*. Mississippi Code Annotated §§ 25-61-1, *et seq.* If a public records request is made for any information provided to "Agency", by Vendor, "Agency" shall follow the provisions of Mississippi Code Annotated



§§ 25-61-9 and 79-23-1 before disclosing such information – unless Vendor has previously indicated the information is not a trade secret or confidential commercial and financial information. “Agency” shall not be liable to the Vendor for disclosure of information required by court order or required by law.

9. Contract Assignment and Subcontracting: Vendor acknowledges that it was selected by “Agency” to perform the services required hereunder based, in part upon Vendor’s special skills and expertise. Vendor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of “Agency”, which may, in its sole discretion, approve or deny without reason. Any attempted transfer of Vendor’s obligations hereunder without such consent of “Agency” shall be null and void. Approval of a subcontract by “Agency” shall not be deemed to be an approval of the incurrence of any additional obligation of “Agency”. Vendors shall be subject to the terms and conditions of this agreement and to any conditions of approval that “Agency” may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
10. Vendor Personnel: The Agency shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or Vendors assigned to the work by Vendor. If the Agency reasonably rejects staff or Vendor, Vendor shall provide replacement staff or Vendor satisfactory to the Agency in a timely manner and at no additional cost to the Agency. The day-to-day supervision and control of Vendor’s employees and Vendors is the sole responsibility of Vendor.
11. Disclosure of Confidential Information Required by Law: In the event that either party to this Agreement receives notice that a third party has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the other party’s data or other information, the parties subject to the subpoena or other legal process shall promptly inform the other party at the earliest reasonable opportunity, unless prohibited by law from doing so. Thereafter, the parties subject to the legal process shall respond to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1, *et seq.*
12. E-Payment: Vendor 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.*
13. E-Verification: If applicable, Vendor represents and warrants that it will ensure its compliance with the *Mississippi Employment Protection Act* and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Vendor agrees to provide a copy of each verification upon request of “Agency” subject to approval by any agencies of the United States Government. Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

The breach of this clause may subject Vendor to the following:

- (1) termination of this contract and exclusion pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*;
- (2) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi; or
- (3) both.

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

14. Entire Agreement: 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 Agency and the Vendor. Vendor 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 Agency or Vendor on the basis of draftsmanship or preparation hereof.
15. Failure to Deliver: In the event of failure of Vendor 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 Vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that "Agency" may have.
16. Failure To Enforce Does Not Constitute Waiver: 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 provisions at any time in accordance with its terms.
17. HIPAA Compliance: HIPAA stands for Health Insurance Portability and Accountability Act. Passed in 1996 HIPAA is a federal law that sets a national standard to protect medical records and other personal health information. A federal law that protects sensitive health information from being disclosed without a patient's consent. Under no circumstances will 'Persons Served' be recorded and/or photos taken and shared on social media or shared by any other means of communication.
18. Indemnification: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate "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 attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees and/or Vendors in the performance of or failure to perform this agreement.

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

19. Independent Vendor Status: Vendor shall, at all times, be regarded as and shall be legally considered an independent Vendor and shall at no time act as an agent for "Agency". Nothing contained herein shall be deemed or construed by "Agency", Vendor, 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 "Agency" and Vendor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of "Agency" or Vendor hereunder creates or shall be deemed to create a relationship other than the independent relationship of "Agency" and Vendor.

Vendor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of "Agency". Neither Vendor nor its employees shall, under any circumstances, be considered

servants, agents, or employees of "Agency", and "Agency" shall be at no time legally responsible for any negligence or other wrongdoing by Vendor, its servants, agents, or employees.

"Agency" shall not withhold from the contract payments to Vendor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to Vendor. Further, "Agency" shall not provide to Vendor any insurance coverage or other benefits, including Workers' Compensation, normally provided by "Agency" for its employees.

20. Infringement Indemnification: Vendor warrants that the materials and deliverables provided to "Agency" under this agreement, and their use by "Agency", 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, Vendor shall defend the infringement action and/or obtain for "Agency" the right to continue using such items without additional cost to "Agency". Should Vendor fail to obtain for "Agency" the right to use such items, Vendor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Vendor's expense.

In the event the above remedial measures cannot possibly be accomplished, and only in that event, Vendor may require "Agency" to discontinue using such items, in which case Vendor will refund "Agency" the fees previously paid by "Agency" for the items the customer may no longer use, and shall compensate "Agency" 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) business days of notice to "Agency" to discontinue said use.

*Scope of Indemnification*: Provided that Ellisville promptly notifies Vendor in writing of any alleged infringement claim of which it has knowledge, Vendor shall defend, indemnify, and hold harmless "Agency" against any such claims, including but not limited to any expenses, costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

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

21. Insurance:

- a. Vendor shall maintain insurance which, at a minimum, shall include the following types of insurance and coverage limits:

- **Workers Compensation** as required by the laws of the State of Mississippi; and
- **Comprehensive General Liability or Professional General Liability** with minimum limits of \$1,000,000.00 per occurrence for bodily injury, personal injury, accidental death, property damage, employee dishonesty, and identity theft; and,
- **Employee Dishonesty or Fidelity Bond** insurance with third party liability coverage and with minimum limits of \$500,000.00

- b. All insurance policies shall list "Agency" as an additional insured and, upon request, the Vendor shall provide copies of any insurance documentation to "Agency".

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

d. "Agency" reserves the right to request certificates of insurance (COI) directly from the Vendor's insurance carrier regarding the required coverage.

22. Modification Or Renegotiation Required By Change in Law: The parties agree to renegotiate the agreement in good faith if federal and/or state revisions to any applicable laws or regulations make changes in this agreement necessary. This agreement may be modified only by written agreement signed by the parties hereto and approval by the Public Procurement Review Board, if required.
23. No Limitation of Liability: Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Vendor for harm arising out of the Vendor's or its sub Vendors performance under this agreement.
24. Non-Solicitation of Employees: Each party to this agreement agrees not to employ or to solicit employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least twelve (12) months after this agreement terminates, unless mutually agreed to in writing by "Agency" and Vendor. Any such employment or solicitation for employment shall be in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§25-4-101 through 25-4-121.
25. Paymode: Payments by "Agency" using the State's accounting system ([www.ms.gov/dfa/contract\\_bid\\_search/Home/Sell](http://www.ms.gov/dfa/contract_bid_search/Home/Sell)) shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Vendor's choice. The Agency may, at its sole discretion, require Vendor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Vendor understands and agrees that the Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency. No charge to access Paymode. <https://vendor.paymode.com/StateofMississippi/G-YB62GV5YA>  
Invoices may be emailed to [essaccountspayable@ess.ms.gov](mailto:essaccountspayable@ess.ms.gov).
26. Procurement Regulations: This contract shall be governed by the applicable provisions of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available on the Mississippi's Department of Finance and Administration's website ([www.DFA.ms.gov](http://www.DFA.ms.gov)). Any Vendor responding to a solicitation for personal and professional services and any Vendor doing business with a State Agency is deemed to be on notice of all requirements therein.
27. Professional Certifications and Licenses: Vendor shall provide official copies of all valid licenses and certificates required for performance of the work. The official copies shall be delivered to "Agency" no later than ten (10) business days after Vendor receives the Notice of Intent to Award from "Agency". Current official copies of licenses and certificates shall be provided to "Agency" within five (5) business days of request at any time during the contract term. Licenses and certificates required for this contract include the following: a business license valid in the State of Mississippi; a professional license or certificate in the field of (HVAC).
28. Property Rights: Property rights do not inure to Vendor until such time as services have been provided under a legally executed contract. Vendor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that "Agency" may terminate this contract at any time for its own convenience.
29. Recovery of Money: Whenever, under the contract, any sum of money shall be recoverable from or payable by Vendor to "Agency", the same amount may be deducted from any sum due to the Vendor under this contract or

under any other contract between the Vendor and "Agency". The rights of "Agency" are in addition and without prejudice to any other right "Agency" may have to claim the amount of any loss or damage suffered by "Agency" on account of the acts or omissions of Vendor.

30. Renewal of Contract: Upon written agreement of both parties at least ninety (90) days prior to each contract anniversary date, the contract may be renewed by the Agency for a period of four (4) successive one-year period(s) under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed four (4).
31. Representation Regarding Gratuities: Vendor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of "Agency" a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Vendor further represents that no employee or former employee of "Agency" has or is soliciting, demanding, accepting, or agreeing to accept a gratuity of offer of employment for the reasons previously stated: any such action by an employee or former employee in the future, if any, will be rejected by Vendor. Vendor further represents it is following the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
32. Required Public Records and Transparency: Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on [www.transparency.ms.gov](http://www.transparency.ms.gov) and shall be available at "Agency" for examination, inspection, or reproduction by the public. The Vendor acknowledges and agrees that "Agency" and this contract are subject to the *Mississippi Public Records Act of 1983* codified at Mississippi Code Annotated §§ 25-61-1, *et seq.* and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151, *et seq.*
33. State Property: Vendor will be responsible for the proper custody and care of any state-owned property furnished for use in connection with the performance of this agreement. Vendor will reimburse the State for any loss or damage, normal wear and tear, excepted.
34. Stop Work Order: "Agency" may, by written order to Vendor at any time, require Vendor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by "Agency". Upon receipt of such an order, Vendor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to "Agency". Upon expiration of the stop work order, Vendor shall resume providing the services which were subject to the stop work order, unless "Agency" has terminated that part of the agreement or terminated the agreement in its entirety. "Agency" is not liable for payment of services which were not rendered due to the stop work order.
35. TERMINATION:  
*Termination for Convenience*. The Agency may, when the interests of the Agency require, terminate this contract in whole or in part, for the convenience of the Agency. The Agency shall give written notice of the termination to Vendor specifying the part of the contract terminated and when termination becomes effective. Vendor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination. Vendor will stop work to the extent specified. Vendor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

*Termination for Default.* If “Agency” gives the Vendor notice that the personal or professional services are being provided in a manner that is deficient, the Vendor shall have 30 days to cure the deficiency. If the Vendor fails to cure the deficiency, “Agency” may terminate the contract for default, and the Vendor will be liable for the additional cost to “Agency” to procure the personal and professional services from another source. Termination under this paragraph could result in Vendor being excluded from future contract awards pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

36. Unsatisfactory Work: If, at any time during the contract term, the service performed or work done by Vendor is considered by “Agency” to create a condition that threatens the health, safety, or welfare of the persons served and/or employees of the State of Mississippi, Vendor shall, on being notified by “Agency”, immediately correct such deficient service or work. In the event Vendor fails, after notice, to correct the deficient service or work immediately, “Agency” shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Vendor.

## Attachment H

### OPTIONAL CLAUSES FOR USE IN SERVICE CONTRACTS RESULTING FROM THIS IFB

1. Authority of Signature: Vendor acknowledges that the individual executing the contract on behalf of the Agency is doing so in their official capacity only. To the extent any provision contained in the contract exceeds the signatory's authority, Vendor agrees that it will not look to that individual in their personal capacity or otherwise seek to hold that person individually liable for exceeding such authority.
2. 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 Vendor that the scope of the project or of Vendor's services has been changed, requiring changes to the amount of compensation to Vendor 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 Vendor.

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

3. Copyrights: Vendor agrees that the rights and title to any copyrightable material first produced under this agreement belongs to Agency. Vendor 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 which is incorporated in the material furnished under the agreement regardless of whether it was first produced under this agreement. This grant is provided that such license shall be only to the extent Vendor 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.
4. Exclusion or Debarment: By submitting a [bid, proposal, qualification, application] in response to the [IFB, RFP, RFQ, RFA], the [bidder, offeror, applicant] certifies that they are not currently excluded or debarred from future contract awards by any political subdivision or agency of any state, federal, local, or county government. [Bidder, Offeror, Applicant] further certifies that Vendor is not an agent of any such person or entity.  
[Bidder, Offeror, Applicant] certifies that they have not, in the five-year (5) period preceding its offer, been convicted of or had a civil judgment rendered against it for commission of a fraud or criminal offense in connection with obtaining, attempting to obtain, or performance of a public contract; violation of antitrust laws; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. [Bidder, Offeror, Applicant] certifies that it is not presently indicted or otherwise criminally or civilly charged with the commission of any of the acts listed herein.  
[Bidder, Offeror, Applicant] certifies that, within the past five (5) years, it has not had a contract with a governmental entity terminated due to the [bidder, offeror, applicant]'s failure to perform, default, or any other action or inaction by the [bidder, offeror, applicant].
5. Information Designated by Vendor as Confidential: Any disclosure of those materials, documents, data, and other information which Vendor 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. The services to be provided, the unit prices and overall price to be paid, and the terms of the contract shall not be deemed a trade secret of confidential commercial or financial information.

6. Force Majeure: Each party shall be temporarily excused from performance for any period and to the extent that it is prevented from performing any obligation or service, as a whole or in part, as a result of causes beyond reasonable control and without the fault or negligence of such party and/or its sub-Vendors. 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, Vendor shall notify the Agency immediately in writing at its earliest reasonable opportunity of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. All parties shall make reasonable efforts to minimize the impact of the force majeure event on contract performance. The Agency may exercise any rights it has under the contract which are available when either party is in fault.
7. Notices: All notices required or permitted to be given under this agreement must be in writing and personally delivered/emailed/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 received or when refused. The parties agree to promptly notify each other in writing of any change of address/email.

For the Agency:	For Vendor:
Email: <a href="mailto:ess.contracts@ess.ms.gov">ess.contracts@ess.ms.gov</a>	[email]
Beverly Rogers, Procurement Officer	[Name, Title]
Ellisville State School	[Vendor Name]
1101 Highway 11 South	[Address]
Ellisville, MS 39437	[City, State, Zip]

8. 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 Vendor’s internal administrative and quality assurance files and internal project correspondence. Vendor shall deliver such documents and work papers to Agency upon termination or completion of the agreement. The foregoing notwithstanding, Vendor shall be entitled to retain a set of such work papers for its files. Vendor shall be entitled to use such work papers only after receiving written permission from Agency and subject to any copyright protections.
9. Price Adjustment: Any adjustments in price during the life of a contract is limited to the price adjustment methodology stated in the solicitation, or if the contract was not formally solicited, is limited to the methodology included in the contract at the time the contract was originally executed. Describe the method in which any price adjustment will be calculated, the triggering event which makes the price adjustment clause applicable, any limits on the price adjustment available, and any other requirements applicable for the price adjustment clause to be enacted. Any available price adjustment shall have been specifically agreed upon by the parties at the time of contracting and included in the contract.
10. Quality Control: Vendor 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 supervision and conducting frequent



inspections of Vendor'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.

11. Record Retention and Access to Records: Vendor 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. Provided Vendor is given reasonable advance written notice, and such inspection is made during normal business hours of Vendor, the Agency or any duly authorized representatives shall have unimpeded, prompt access to any of Vendor's book, documents, papers, and/or records which are relevant to the agreement. All records related to this agreement shall be retained by Vendor 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.
12. Requirements Contract: During the period of the contract, Vendor shall provide all services described in the contract. Vendor understands and agrees that this is a requirements contract and that the Agency shall have no obligation to Vendor 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 Vendor understands and agrees that the Agency is under no obligation to Vendor 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. Vendor 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.
13. Right to Audit: Vendor shall maintain such financial records and other records as may be prescribed by the Agency or by applicable federal and state laws and regulations. Vendor shall retain these records for a period of three (3) 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 (3) year period for examination, transcription, and audit by Agency, the Mississippi State Auditor's Office, and/or other entity of the State.
14. 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.
15. Third Party Action Notification: Vendor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this agreement.
16. Variation in Quantity: The quantity of services specified in this contract may be increased to the extent agreeable by both parties. However, the unit prices shall remain unchanged, other than as allowed by a price adjustment which would have otherwise been applicable.

**Attachment I**  
**Scope of Work**  
**HVAC Services**

- 1) Contractor shall provide a Full Coverage Preventive Maintenance Program for servicing all equipment and associated devices related to the HVAC systems. Contractor is responsible for accurate equipment list and shall maintain all the HVAC equipment at each site listed.
- 2) Contractor shall furnish all personnel, parts, materials, test equipment, tools and services in accordance with the specifications outlined below.
- 3) Services shall be performed by qualified, trained and certified service personnel that are directly employed by the Contractor.
- 4) All work shall comply with the refrigerant recycling requirements of the Clean Air Act and any of its amendments.

Equipment – Maintenance Service: Equipment included: The preventive maintenance and the responsibility of the Contractor shall not be limited to the major pieces of equipment but shall also include all appurtenant devices and systems such as those listed below that are related to the Equipment.

- A. Heating System: Pumps, heating coils, steam traps, water strainers, unit heaters, duct heaters, humidifiers, heat exchangers, etc.
- B. Cooling Systems: Air conditioning compressors, evaporative condensers, air cooled condensers, pumps, water chillers, condenser coils, cooling coils, tube bundles, cabinetry, etc.
- C. Air Handling System: Fans, motors, air filters, dampers, induction units, mixing boxes, fan coil units, etc.
- D. Temperature Control System: Thermostats, pressure controls, relays, limit switches, valve operators, damper motors, humidity controls, step switches, time clocks, contactors, controllers, capacity controls, safety controls, recorders, gauges and air compressor (for pneumatic control system).
- E. Miscellaneous Equipment: Direct expansion valves, thermometers, gauges, pump and fan motor drives, belts and refrigerant.

Services Included: The general services listed below shall apply to the systems and Equipment as described above.

- A. Examine each piece of Equipment and device to see that it is functioning properly and is in good operational condition.

- B. Clean all components of dust, old lubricants, etc. to allow the Equipment to function as designed.
- C. Paint all Equipment as needed to prevent and protect against corrosion and deterioration.
- D. Lubricate all equipment where needed to permit bearings, gears, and all contact wearing points to operate freely and without undue wear.
- E. Adjust all linkages, motors drives, etc. that have drifted from the initial design settings and positions.
- F. Calibrate all sensing, monitoring, output and safety devices for optimum efficiency.
- G. Repair the device by the addition of replacement parts, should the above maintenance not be adequate.
- H. Replace the device should the above repair not be adequate.
- I. Replace the equipment unit should the above partial replacement not be adequate.
- J. Test and cycle all equipment as a system after it has been cleaned, lubricated, adjusted, and calibrated to assure that it is in proper operating condition and performing at optimum efficiency.
- K. Charge units with applicable refrigerant as required to maintain proper cooling.

Equipment Not Included: foundations, structural supports, water supply lines, steam supply lines, condensate lines, drains, plumbing and electrical power supply.

Parts and Labor Coverage:

Parts Replacement

- A. All parts, components, or devices for the equipment that are worn out or are not in proper operational condition shall be repaired, and/or replaced with new parts, components, or devices.
- B. When equipment or parts are replaced in their entirety and a newer design of this device is available and is functionally equivalent and compatible, the device of the newer design shall be used as the replacement.
- C. All repair and replacement parts, components, and devices for the equipment shall be supplied by Contractor.

- D. All miscellaneous parts and supplies necessary to maintain the equipment (belts, valve packing, lubricants, tools, paints, refrigerants, test instruments, meters, etc.) shall be supplied by Contractor.
- E. Costs for all parts and supplies as described above shall be included as a part of the Full Coverage Preventive Maintenance Program.
- F. Contractor should be available, at no additional charge, for consultation relative to minor design and equipment changes, or modifications to automatic temperature control, and mechanical systems.

Labor

- A. All labor, overtime, travel costs, and any other expenses incurred and expended on maintenance or repair call shall be provided by Contractor and shall be included as a part of the Full Coverage Preventive Maintenance Program.

Filter Service Included:

Air Filtration System: Pre-filters, frame filters, pouch filters and fan coil filters.

- A. Filter frames shall be of the reusable type and shall be of a permanent rigid construction that shall permit the insertion of media pads and may also allow the use of optional pads with different efficiencies, if needed.
- B. Filter frames shall be sized to fill the entire cross section of the units to prevent blow-by and eliminate filter spacers in the system.
- C. Contractor shall provide, install and regularly change all air filters at a frequency dictated by dirt conditions.

Maintenance Procedures and Records

- A. Contractor shall utilize computer generated preventive maintenance directions, which indicate task functions to be performed on each scheduled service call, as determined by calendar periods, operating hours, (runtime), manufacturer's recommendations, and historical data bank, as pertinent to each task.
- B. As work is due, Contractor shall issue, to his mechanic on the job, the necessary and appropriate recommended maintenance procedures and a listing of any special lubricants, tools, etc. that are required for proper maintenance of the apparatus concerned.
- C. Contractor's administration system shall provide for continuous updating of maintenance procedures and frequencies. Breakdown experience and frequency shall determine the on-site material inventory level and preventive maintenance frequencies.

### Preventive Maintenance and Emergency Service Calls:

Contractor shall schedule and perform the preventive maintenance services on no less than a quarterly basis.

- A. After each service call, a Service Report shall be left with a representative detailing work accomplished.

Contractor shall provide emergency service on an as required basis. Emergency services shall be considered as calls in addition to the schedule preventive maintenance calls.

- A. This emergency service shall be provided as often as needed, on a 24-hour basis, weekends and holidays included.
- B. Contractor shall respond to an emergency situation within two (2) hours.
- C. Emergency service response system shall be a professionally manned telephone answering service. Automatic telephone answering/recording machines or home telephone numbers are not acceptable.
- D. Repairs to critical equipment shall be expedited as much as possible to minimize downtime. Delays caused by price shopping for parts or longer than necessary delivery because of lower cost of a part to Contractor is unacceptable.

### Service Performance Guarantees

- A. A representative of Ellisville State School may review, at any time, the services provided and reports submitted, to verify that the preventive maintenance is, in fact, being properly and adequately performed. Any lack of maintenance service, complaints, or deficiencies in the performance of the services will be submitted to Contractor in writing for correction.
- B. For problems of deficiencies of significant importance or of a continual nature, a time period of compliance shall be established after discussion and mutual agreement. Failure of Contractor to correct the deficiencies within the time period agreed upon, shall constitute cause for termination of the services and/or withholding of payment.

### Exclusions: (The following are specifically excluded from the contract)

- A. Main power to the equipment disconnects.
- B. Structural damage to buildings or HVAC equipment by others.
- C. The Contractor, will not be required to move, replace or alter any part of the building structure in the performance of the agreement.

- D. Oil storage tanks.
- E. Cleaning of the interior of the ductwork, unless needed due to failure of equipment.
- F. Any utility line (such as electric, gas, water or sewer) more than 36 inches from HVAC equipment.
- G. Any piping, wiring or isolation valves more than 36 inches from HVAC equipment.
- H. Act of God, Acts of War.
- I. Vandalism or misuse of equipment.
- J. New laws, rules or regulations that require modifications to HVAC systems.
- K. Removal of hazardous material: In the event such substances, wastes and materials are encountered, the Contractor's sole obligation will be to notify Ellisville State School of their existence.
- L. Responsibility for assisting such entities as fire alarm companies in the performance of safety tests, unless as part of the pressurization system.
- M. Low water pressure.
- N. Low voltage burned out main or branch fuses.
- O. Building and restroom exhaust fans.
- P. Existing HVAC equipment located in or supplies the 1<sup>st</sup> and 3<sup>rd</sup> floors of the Medical Building.
- Q. Existing Steam boiler and associated components located at Dietary/Cafeteria. Contractor shall provide annual stop inspection maintenance under agreement, any and all repairs associated with the Steam Boiler will be quoted to Ellisville State School, as a separate cost.
- R. All refrigeration equipment not in use at the time of contract inception.
- S. Walk-In cooler/freezer doors, door jams, door heaters, thresholds, structural supports, walls, or ceilings. Contractor should only provide service to the indoor, evaporator, outside condenser skid, and all temperature controls.
- T. Ductwork and Insulation.

## General

- A. All personnel furnished shall require the approval of Ellisville State School representative based on their training, experience, qualifications, certification and ability to perform the required service and maintenance for all equipment in an efficient manner. Failure to provide such personnel in the required numbers shall be considered sufficient reason to terminate the agreement.
- B. All work shall be performed in a workmanlike manner. Materials and workmanship shall be subject to Ellisville State School inspection and approval.
- C. Work areas shall be maintained in an orderly manner and all trash picked up and hauled away as the work is completed.
- D. Contractor shall not be responsible for the identification or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered, Contractor's sole obligation will be to notify Ellisville State School that the existence of such products and materials. Contractor shall have the right thereafter to suspend it work until such products or material and the resultant hazards are removed.
- E. All equipment furnished and all work performed shall comply with the requirements of the Occupational Safety and Health Administration, United States – Department of Labor.

## Attachment J

## ESS COMMUNITY HOMES

## ELLISVILLE

Name of Home	Address	City / Zip			
Clover Cove	711 Blank St.	Ellisville, 39437			
Cotten's Corner	107 Cleveland St.	Ellisville, 39437			

## LUMBERTON

Name of Home	Address	City / Zip			
Pineview	1116 W. Main Ave	Lumberton, 39455			
Timberlake	1116 W. Main Ave	Lumberton, 39455			

## PRENTISS

Name of Home	Address	City / Zip			
Willowbend	1164 Berry Street	Prentiss, 39474			
Stonebriar	1160 Berry Street	Prentiss, 39474			

## RICHTON

Name of Home	Address	City / Zip			
Somerset	580 Cypress St. N.	Richton, 39476			
Bridgedale	200 Gertrude Ave.	Richton, 39476			

## SUMRALL

Name of Home	Address	City / Zip			
Brookwood	10 Legion Lake Rd	Sumrall, 39482			
Douglas Graham	4759 Highway 589	Sumrall, 39482			

## WAYNESBORO

Name of Home	Address	City / Zip			
Woodland Heights	60 Joe Jordan Dr.	Waynesboro, 39367			
Pinecrest	277 Ramey Lane	Waynesboro, 39367			



## STATE HOLIDAYS

NAME	DATE
New Year's Day	January 1
Dr. Martin Luther King, Jr.'s and Robert E. Lee's Birthdays	Third Monday of January
Washington's Birthday	Third Monday of February
Confederate Memorial Day	Last Monday of April
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	First Monday of September
Armistice or Veteran's Day	November 11
Thanksgiving Day	A day fixed by proclamation by the Governor of Mississippi as a day of Thanksgiving, which shall be fixed to correspond to the date proclaimed by the President of the United States
Christmas Day	December 25