

# INVITATION FOR BIDS

IFB No. 2026-01

RFx: 3160007833

## *Wheelchairs, Parts, Accessories and Repairs*



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

Issue Date:  
January 7, 2026

Closing Date:  
**February 20, 2026, at 4:30 pm CST**

Contact:  
Beverly Rogers  
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 to provide **Wheelchairs, custom seating, seating systems, replacement parts, accessories, and repair 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>Questions and Requests for Clarification</b>	<b>January 16, 2026</b>
Response to Questions/Clarifications	January 26, 2026 by 4:30pm CST
<b>Bid Package Submission Deadline</b>	<b>February 20, 2026, by 4:30 pm, CST</b>
Bid Opening	February 23, 2026 at 10:00 am, CST
<i>Notice of Intent to Award</i>	February 24, 2026
Request for Reconsideration of the <i>Intent to Award</i>	March 03, 2026
Anticipated Contract Start	July 01, 2026

**Section 3 - Questions/Clarifications and Response**

3.1 Bidders must carefully review this solicitation, the contract, risk management provisions, and all attachments for defects, questionable, or objectionable material. Following review, vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the questions and requests for clarifications, vendors shall submit any such questions via email no later than January 16, 2026. Vendors must email all questions to Beverly Rogers, Bid Coordinator at [beverly.rogers@ess.ms.gov](mailto:beverly.rogers@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 K – ESS Community Homes**), as well as **South Mississippi Regional Center**, 1170 West Railroad St, Long Beach, MS 39560 as well as affiliated Community Homes as needed. (see **Attachment J – SMRC 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** Exercise precautions at all times 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 20, 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:

<b>Option 1: Physical Bid</b>	<b>Option 2: Email</b>
<p>Mail or deliver one (1) complete, signed bid package in a sealed envelope to:</p> <p>Ellisville State School            Attn: Beverly Rogers            Admin I Building            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>Wheelchairs Bid Opening 02.23.26</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>Wheelchairs Bid Opening 02.23.26</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 20, 2026, at 4:30 Rm 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:

- Vendor's name

- A single contact person and their contact information
- RFX number of this solicitation (RFX# **3160007833**)
- 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 20, 2026.**

PLEASE MARK YOUR ENVELOPE:

**SEALED BID – DO NOT OPEN**

**Wheelchairs Bid Opening 02.23.26**

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 called for in this IFB?  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

If your company is not physically located within the vicinity, how will you supply Wheelchair service and repairs 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 Wheelchair service and repairs Services in the past two years?

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What is the largest customer your company has provided Wheelchair service and repairs Services for in 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  
 BID FORM**

Company	Contact Person	Telephone Number

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

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

The award of the contract will be made based on the highest percentage discounted of the overall manufacturer’s suggested retail price. Proposals must include all charges for delivering the equipment or repair parts, setting up the equipment, on-site fitting for the user, and on-site training in chair operation and maintenance.

Indicate percentage discount from manufacturer’s suggested retail price in the appropriate block provided below. Write “N/A” in the blocks below for items not included in your bid.

**Please note - preference will be given to companies providing all requested info below.**

<b>WHEELCHAIRS: MANUAL, SPORTS, ELECTRIC, GERI, INCLUDING DELIVERY, ASSEMBLY AND ACCESSORIES</b>	Other suggested manufacturer	INVACARE	BRODA	QUICKIE/ MOTION DESIGN	
<b>DISCOUNT</b>	%	%	%	%	
<b>SEATING SYSTEM MANUFACTURERS</b>	Other suggested manufacturer	FREEDOM DESIGNS	Signature 2000	MUHOLLAND	OTTO BOCK
<b>DISCOUNT</b>	%	%	%	%	%
<b>REPAIR PARTS</b>	Other suggested manufacturer	INVACARE	BRODA	MOTION COMPOSITE DESIGN	PDG
<b>DISCOUNT</b>	%	%	%	%	%

**Hourly Rate for on-site Repairs \$\_\_\_\_\_ (plus parts)**  
 (not including warranty or recall repairs)

**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 3160007833**

**IFB for Wheelchairs, Parts, Accessories and Repairs**

**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:** \_\_\_\_\_  
Signature
Title
Date

## 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 the “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 Vendor's 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 fees are assessed for 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 (specialty area).
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 neither party is in default.
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>	<b>[email]</b>
Beverly Rogers, Procurement Officer	<b>[Name, Title]</b>
Ellisville State School	<b>[Vendor Name]</b>
1101 Highway 11 South	<b>[Address]</b>
Ellisville, MS 39437	<b>[City, State, Zip]</b>

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**

Vendor shall provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- 1.** Vendor shall provide delivery and setup of Wheelchairs, seating, accessories and repair parts as a specified discount percentage for a one-year period as well as contract renewal periods as indicated.
- 2.** All services provided by the successful bidder shall be performed by a qualified technician. Technicians are to be NRRTS members and CRTS certified. A copy of the certificate must be provided prior to work start.
- 3.** Provide technical assistance to Agency's Therapy staff by participating in wheelchair seating clinics. Areas to be addressed by the clinics include wheelchair evaluations, custom seating, wheelchair repairs, adjustments, modification, and the provision of quotes. These clinics will be scheduled on a weekly basis.
- 4.** When the Awarded Vendor participates in equipment evaluations, they shall ultimately be responsible for the proper fitting of that equipment to the client. Should a piece of equipment not be functional, that equipment should be either replaced or modified to the Agency's satisfaction at no additional cost.
- 5.** The Awarded Vendor shall provide the Agency's representative with an itemized quotation within seventy-two (72) hours of the date of the request. Group quotes and quotes for wheelchairs with custom seating will be provided within seven (7) working days from the date of the request. Failure to provide quotations within the specified time frame may result in the cancellation of the contract, or the Agency may purchase elsewhere in accordance with State Purchasing Regulations.
- 6.** Delivery shall be FOB "Agency". Delivery shall be within 12 weeks maximum after receipt of order. Loaner chairs shall be provided by the Awarded Vendor at the Agency's request.
- 7.** All wheelchairs should be warrantied for a time period that equals or exceeds the manufacturer's standard warranty, to be free from defects in materials and workmanship for a period of not less than one year from the date of purchase. Parts supplies, and labor for repairs made during the warranty period will be provided at no charge to the client, or Agency.
- 8.** The Awarded Vendor agrees to furnish the Agency with three (3) current copies of the lowest manufacturer's suggested retail price lists. The discount bid shall apply to the current price lists. Catalogs and price lists shall be forwarded to the Agency prior to the beginning of the contract period. Any changes or updates from the manufacturer that occur during the contract period shall be forwarded promptly to the Agency.
- 9.** Travel expenses for initial delivery, fitting and warranty repairs shall be included in the bid price.
- 10.** All services should be provided during normal business hours. (8am to 4:30pm)
- 11.** The Vendor should include labor for repairs only for the South Mississippi Regional Center. All repairs shall be made at the South Mississippi Regional Community Homes or an alternate site that is approved by the OT/PT. All repair work shall be initiated within two (2) working days from the date notification is given by a representative of the South Mississippi Regional Center.
- 12.** Vendor shall submit separate invoices for each location. (i.e. Ellisville State School, South Mississippi Regional Center, etc.)
- 13.** Vendors should bill other available funding sources such as but not limited to; Medicare, Medicaid and Private Insurance, for equipment, when possible, "Agency" will act as a payer of last resort.

**Attachment J**

**ISMRC COMMUNITY HOMES I**

<p><b>Gautier Community Home</b> 214A Graveline Rd 2148 Graveline Rd Gautier, MS 39553</p>
<p><b>Biloxi Community Home</b> 280 Tara Lane 2050 Lawrence Ave Biloxi, MS 39531</p>
<p><b>Biloxi Lighthouse</b> 2766 Fernwood Rd Biloxi MS 39531</p>
<p><b>Wiggins Community Home</b> 500 Harrison St 509 Stapp St Wiggins, MS 39577</p>
<p><b>Poplarville Community Home</b> 1303 S Shivers St 1501 S Shivers St Poplarville, MS 39470</p>

**South Mississippi Regional Center  
1170 West Railroad St  
Long Beach MS 39560  
228-868-2923**

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**ESB COLVIMUNITY HOMES**


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**ELLISVILLE**

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

**LUMBERTON**

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

**PRENTISS**

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

**RICHTON**

<b>Name of Home</b>	<b>Address</b>	<b>City/ Zip</b>			
Somerset	580 Cvoress St. N.	Richton,39476			
Bridgedale	200 Gertrude Ave.	Richton,39476			

**SUMRALL**

<b>Name of Home</b>	<b>Address</b>	<b>City/ Zip</b>			
Brookwood	10 Leaion Lake Rd	Sumrall,39482			
Douglas Graham	4759 Highway 589	Sumrall,39482			

**WAYNESBORO**

<b>Name of Home</b>	<b>Address</b>	<b>City/ Zip</b>			
Woodland Heights	60 Joe Jordan Dr.	Wavnesboro,39367			
Pinecrest	277 RameyLane	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

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

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

On the    day of Jan 2026

On the 11 day of Jan 2026

On the    day of    2026

On the    day of    2026

*Lakyn Prince*  
Affiant

Sworn to and subscribed before me on this    day of      , 2026.

*Courtney Creel*  
Notary Public



Ellisville State School is this ad for the purpose of soliciting sealed bids from qualified providers of Wheelchairs, custom seating, scale systems, replacement accessories, and repair services.

Detailed specifications of RFIC 3162007833 along with required bid documents may be obtained by contacting Beverly Rogers, Procurement Officer at (601) 477-5615, beryl.r@ess.ms.gov, located at Ellisville State School, 1101 Highway 11 South, Ellisville, MS 39327 and on the Mississippi Contract Opportunity website, www.ms.gov/dfa/contract\_bld\_search; contract and on the Ellisville State School's website www.ess.ms.gov/request-proposals-projects-and-services and South Mississippi Regional Center, www.smrc.ms.gov/mvintions-bids.

The deadline for bids to be submitted is no later than 4:30pm CST, February 20, 2026. Bids received after this time and date will not be considered. It is the sole responsibility of the bidder responsible for ensuring bids have been received by the deadline.

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

and/or advertisement to reject any  
Publish  
2026 January 7, 2026



# Buying and Selling to Government in Mississippi

MISSISSIPPI SUPPLIERS (VENDORS)

TRANSPARENCYMS

BUYING FOR MISSISSIPPI

## Procurement Opportunity And Public Notification Search

Search for Bid Opportunity-set of public Notifications (Source, Intent to Award, ...id:Protective Order, Rec.us:nl usine Keyword or Adyonted, Search Option), Stat: Government Bid ooonunlhesw111>eocsm1roth spaeasoermec0 1State.. aw So.le Source, In:ent to Award, anj Pro-ective Order qun notrkauon; are not bid oppo:1unitis, bvt !l'epoSted ina:::1Qtdance with StatLaw to provide tronp:ency to the i:iblic.

1160007833 **IF.bh**  
ADVANCE-0 SEARD- 001005.

Agency	Smart Number	R# Number	Description	Status	Advertis Date	Submission Date	Re Opening Date
MISSISSIPPI STATE SCHOOL	1160007833		Major Procurement PERSONNEL SERVICES NON-IT  Wheelcham; custom seating, seating systems, replacement pa ...		01/07/2026	01/07/2026	02/08/2026



Revisions

- MS GOV
- MSOEY1 of FormetionKta F Smv n
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12:55 PM  
1/7/2026



# Ellisville State School

Search

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[Home](#) » [Request for ProQosals - Projects and Services](#)

## Request for Proposals - Projects and Services

**Employment• Contract Worker Positions postings can be viewed [here](#).**

Ellisville State School is Soliciting Request for Proposal to Provide: Wheelchairs, Seating Systems, Parts, Accessories and Repairs

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

Bids must be received by: 4:30 PM CST, February 20, 2026

[/FB RFX Number 3160007833](#)

Ellisville State School Notice of Emergency Contract Award: Food Management

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

[Notice of Contract Award](#)

Ellisville State School: Lawncare at Community Homes

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

[Notice of Contract Award](#)

Ellisville State School Notice of Emergency Contract Award: Facility Maintenance Services



# South Mississippi Regional Center

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- [About us](#)

[Home](#) » [Invitations for Bids](#)

## Invitations for Bids

Wheelchairs, Parts, Accessories and Repairs [RFI<3160007833](#)

Last update-01/07/2026

South Mississippi Regional Center

1170 West Railroad Street

Long Beach, MS 39560

(228) 868-2923



[Contact Us](#)

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[ms.gov Help Center](#)

[Transparency.ms.gov](#)

Copyright © 2026 State of Mississippi



Search

Malkin Behavioral - File

Inbox - Beverly Rogers -

Invitations for Bids | Sov

Document1 - Word

3:08 PM  
1/7/2026

3:08 PM  
1/7/2026

Outlook

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Ellisville State School - Issue for Bid - RFX#3160007833 Wheelchairs, Parts, Accessories and Repairs

---

From Beverly Rogers <beverly.rogers@ess.ms.gov>

**Date** Wed 1/7/2026 10:45 AM

**To** Brian Shoemaker <bshoemaker@jonescountymedical.com>

**Cc** Lindsay Welch <Lindsay.Welch@ess.ms.gov>

📎 1 attachment (209 KB)

IFB RFX3160007833 Wheelchairs 2026.docx;

Mr Shoemaker,

We would like to invite you to participate in the upcoming Issue For Bid.

Some key dates to notice -

**February 20, 2026 4:30pm CST - Bid Package due**

February 24, 2026 Notice of Intent to Award

Respectfully,

Beverly Rogers

Principal

Ellisville State School

1101 Highway 11 South,

Ellisville, MS 39437

601-477-5615

Lindsay Welch

## Outlook

---

Ellisville State School - Issue for Bid - RFX#3160007833 Wheelchairs, Parts, Accessories and Repairs

---

From Beverly Rogers <beverly.rogers@ess.ms.gov>

**Date** Wed 1/7/2026 10:48 AM

**To** Jessika Cressy <jessika.cressy@nsm-seating.com>

**Cc** Lindsay Welch <Lindsay.Welch@ess.ms.gov>

@ 1 attachment (209 KB)

**IFB** RFX3160007833 Wheelchairs 2026.docx;

Hi Jessika,

We would like to invite you to participate in the upcoming Issue For Bid.

Some key dates to notice -

**February 20, 2026 4:30pm CST - Bid Package due**

February 24, 2026 Notice of Intent to Award

Respectfully,

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Elliwrliv, MS 39437

601-477 -5615

Ivt pv'R CEWteV

## Outlook

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### **Fw: Ellisville State School - Issue for Bid - RFX#3160007833 Wheelchairs, Parts, Accessories and Repairs**

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**From** Beverly Rogers <beverly.rogers@e.ss.ms.gov>

**Date** Wed 1/7/2026 11:11 AM

**To** webinquiry@adapthealth.com <webinquiry@adapthealth.com >

@ 1 attachment (209 KB)

IFB RFX3160007833 Wheelchairs 2026.docx:

We would like to invite you to participate in the upcoming Issue For Bid.

Some key dates to notice -

**February 20, 2026 4:30pm CST - Bid Package due**

February 24, 2026 Notice of Intent to Award

Respectfully,

Beverly Rogers

Specialty Office

Ellisville State School/SEND ILM Center

1101 Hwy 11 South

Ellisville, MS 39437

601-477-5615



# Ellisville State School

Dr. Rinsey McSwain  
Director

1101 Highway 11 South  
Ellisville Mississippi 39437-4444

Phone: (601)477-9384

Wheelchairs, custom seating, seating systems, replacement parts accessories, and Repair Services

RFx # 3160007833

Amendment One – Issued January 21, 2026

**Bid Submission Deadline: February 20, 2026, 04:30 PM CST**

PLEASE ACKNOWLEDGE THIS AND ANY OTHER AMENDMENTS BY EXECUTING THE BOTTOM OF THIS DOCUMENT and returning with your bid package.

### 5.2.4 Request for Reconsideration of the Terms of the Solicitation

Any potential bidder has an opportunity to request that the procuring Agency reconsider the terms of the solicitation. 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 the date of public notice as defined in Section 5.2.1. It shall be the sole responsibility of the requesting vendor 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 regarding the terms of the solicitation.

*PPRB OPSCR Rules and Regulations Effective September 6, 2024 Page 42 of 171*

Failure to submit this acknowledgement may result in rejection of your bid.

Acknowledged by (signature): \_\_\_\_\_

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

Company and Title: \_\_\_\_\_

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

## Outlook

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Ellisville State School - Issue for Bid RFx:#3160007833 Wheelchairs - Amendment 1

---

From Beverly Rogers <beverly.rogers@ess.ms.gov>

**Date** Wed 1/21/2026 10:45 AM

**To** mboyd@jonescountymedical.com <.mboyd@jonescountymedical.com>

**Cc** Lindsay Welch <Lindsay.Wekh@ess.ms.gov>

@J 1 attachment (195 KB)

Amend1 - Wheelchairs - 21Jan26.pdfj

Matthew,

There has been an amendment created - please see attached for your convenience.

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601 -477-5615

## Outlook

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Ellisville State School - Issue for Bid RFX:#3160007833 Wheelchairs - Amendment 1

---

From Beverly Rogers <beverly.rogers@ess.ms.gov>

**Date** Wed 1/21/2026 10:47 AM

**To** Jessika Cressy <jessika.cressy@nsm-seating.com>

**Cc** Lindsay Welch <Lindsay.Welch@ess.ms.gov>

@J 1 attachment (195 KB)

Amend1 - Wheelchairs - 21Jan26.pdf

There has been an amendment created - please see attached for your convenience.

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*1101 H.wy 11 s* 

*E'IlM,vale;, MS 39437*

*601-477-5615*

## Outlook

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Ellisville State School - Issue for Bid RFX:#3160007833 Wheelchairs - Amendment 1

---

**From** Beverly Rogers <beverly.rogers@ess.ms.gov>

**Date** Wed 1/21/2026 10:48 AM

**To** customercare@numotion.com <customercare@numotion.com>

**Cc** Lindsay Welch <Lindsay.Welch@ess.ms.gov>

IDJ 1 attachment (195 KB)

Amend1 - Wheelchairs - 21Jan26.pdf

There has been an amendment created - please see attached for your convenience.

*13eNerfy*  *0tjfe°¥*

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*1101 H.wy 11 s* 

*E11M,vale;, MS 39437*

*601-477-5615*

# Request for Proposals - Projects and Services

**!Employment - Contract Worker Positions postings can be viewed [here](#).**

Ellisville State School is Soliciting Request for Proposal to Provide: Facility Maintenance Services

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

Bids must be received by: 4:30PM CST, February 27, 2026

[RF# 3160007840](#)

Ellisville State School is Soliciting Request for Proposal to Provide: HVAC Services

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

Bids must be received by: 4:30PM CST, February 27, 2026

[RF# 3160007819](#)

Ellisville State School is Soliciting Request for Proposal to Provide: Psychological Services

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

Bids must be received by: 4:30 PM CST, February 20, 2026

[RF# 3160007832](#)

[RF# 3160007832 Amendment One](#)

Ellisville State School is Soliciting Request for Proposal to Provide: Wheelchairs, Seating Systems, Parts, Accessories and Repairs

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

Bids must be received by: 4:30 PM CST, February 20, 2026

[RF# 3160007833](#)

[RF# 3160007833 Amendment One](#)



Medical Waste Disposal	<a href="#">B.EQFY2025</a>	<a href="#">Intent to Award</a>
Consulting Psychologist	<a href="#">REQ..EY2Q25_</a>	<a href="#">Inrent toAward</a>
Psychological Services	<a href="#">1E8..3.I6.Q00Z122</a>	<a href="#">Intent toAward</a>
Employee Assistance Program	<a href="#">REQ.FY2024</a>	
Biloxi Community Homes Maintenance	<a href="#">B&amp;Q.FY2025</a>	
Psychology Services	<a href="#">RFX.3160007832</a>	<a href="#">Amendment One</a>

[Wheelchairs, Parts, Accessories and Repairs](#) [RFX 3160007832](#) [Amendment One](#)

last update: 01/21/2026

South Mississippi Regional Center  
 1170 West Railroad Street  
 Long Beach, MS 39560  
 (228) 868-2923



[Contact Us](#)



**STATE OF MISSISSIPPI  
ELLISVILLE STATE SCHOOL  
Invitation for Bid**

**RESPONSES REQUIRED BY:**

Submission Date : 02/20/2026  
Submission Time : 16:30:00 CST

**RESPONSES OPENED ON:**

Opening Date : 02/20/2026  
Opening Time : 16:30:00 CST

**VENDOR NO:**  
**VENDOR NAME & ADDRESS:**

(To be completed by Vendor)

**SUBMIT NON-ELECTRONIC RESPONSE:**

TO :  
1101 HIGHWAY 11 SOUTH  
ELLISVILLE MS 39437  
US

RFx number : 3160007833  
Smart number : 3373-26-R-IFBD-00002  
Buyer : WF-BATCH  
Buyer Phone :  
Email : no-reply@dfa.ms.gov

**DELIVERY POINT**

**NOTICE TO VENDOR:**

Wheelchairs, custom seating, seating systems, replacement parts, accessories and repair services for Persons Served at both Ellisville State School, Jones County, MS and South Mississippi Regional Center, Long Beach, MS

Vendor Telephone Number	Title	Date
(Typed or printed) Name of Bidder	Signature of Authorized Bidder	

**Rfx number** : 3160007833      **Submission Date** : 02/20/2026    **Time** : 16:30:00 CST  
**Smart number** : 3373-26-R-IFBD-00002      **Opening Date** : 02/20/2026    **Time** : 16:30:00 CST

Item	Change Indicator	Product No. / Mfg. Part No.	Description	Delivery / Req.date	Qty	Unit
# 1			Product Category : 47080 handicap wheelchairs		0.000	
# 2			Product Category : 69151 Power Equipment Motion Components		0.000	
# 3			Product Category : 96200 labor for repairs, not including recalls		0.000	



# Ellisville State School

Dr. Rinsey McSwain  
Director

1101 Highway 11 South  
Ellisville Mississippi 39437-4444

Phone: (601)477-9384

Wheelchairs, custom seating, seating systems, replacement parts accessories, and Repair Services

RFx # 3160007833

Amendment Two – Issued January 26, 2026

**Bid Submission Deadline: February 20, 2026, 04:30 PM CST**

PLEASE ACKNOWLEDGE THIS AND ANY OTHER AMENDMENTS BY EXECUTING THE BOTTOM OF THIS DOCUMENT and returning with your bid package.

### Questions, Answers and Clarifications –

1. – In the Scope of Work, Item #11 only specifies repair labor coverage for South Mississippi Regional Community Homes but does not mention Ellisville State School. Please clarify about labor repairs at Ellisville State School.

Ellisville State School should be included in that coverage/

Notice #13 has been removed – it has been determined this would be a hardship for both vendor and Agency to bill insurance(s).

### SEE ATTACHED UPDATED SCOPE OF WORK

Failure to submit this acknowledgement may result in rejection of your bid.

Acknowledged by (signature): \_\_\_\_\_

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

Company and Title: \_\_\_\_\_

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

## Attachment I Scope of Work

Vendor shall provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Vendor shall provide delivery and setup of Wheelchairs, seating, accessories and repair parts as a specified discount percentage for a one-year period as well as contract renewal periods as indicated.
2. All services provided by the successful bidder shall be performed by a qualified technician. Technicians are to be NRRTS members and CRTS certified. A copy of the certificate must be provided prior to work start.
3. Provide technical assistance to Agency's Therapy staff by participating in wheelchair seating clinics. Areas to be addressed by the clinics include wheelchair evaluations, custom seating, wheelchair repairs, adjustments, modification, and the provision of quotes. These clinics will be scheduled on a weekly basis.
4. When the Awarded Vendor participates in equipment evaluations, they shall ultimately be responsible for the proper fitting of that equipment to the client. Should a piece of equipment not be functional, that equipment should be either replaced or modified to the Agency's satisfaction at no additional cost.
5. The Awarded Vendor shall provide the Agency's representative with an itemized quotation within seventy-two (72) hours of the date of the request. Group quotes and quotes for wheelchairs with custom seating will be provided within seven (7) working days from the date of the request. Failure to provide quotations within the specified time frame may result in the cancellation of the contract, or the Agency may purchase elsewhere in accordance with State Purchasing Regulations.
6. Delivery shall be FOB "Agency". Delivery shall be within 12 weeks maximum after receipt of order. Loaner chairs shall be provided by the Awarded Vendor at the Agency's request.
7. All wheelchairs should be warrantied for a time period that equals or exceeds the manufacturer's standard warranty, to be free from defects in materials and workmanship for a period of not less than one year from the date of purchase. Parts supplies, and labor for repairs made during the warranty period will be provided at no charge to the client, or Agency.
8. The Awarded Vendor agrees to furnish the Agency with three (3) current copies of the lowest manufacturer's suggested retail price lists. The discount bid shall apply to the current price lists. Catalogs and price lists shall be forwarded to the Agency prior to the beginning of the contract period. Any changes or updates from the manufacturer that occur during the contract period shall be forwarded promptly to the Agency.

9. Travel expenses for initial delivery, fitting and warranty repairs shall be included in the bid price.
10. All services should be provided during normal business hours. (8am to 4:30pm)
11. The Vendor should include labor for repairs at each location. All repair work shall be initiated within two (2) working days from the date notification is given by a representative.
12. Vendor shall submit separate invoices for each location. (i.e. Ellisville State School, South Mississippi Regional Center Community Homes, etc.)

Outlook

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Ellisville State School - Issue for Bid RFX:#3160007833 Wheelchairs - Amendment 2

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**From** Beverly Rogers <beverly.rogers@ess.ms.gov>

**Date** Mon 1/26/2026 9:16 AM

**To** mboyd@jonescountymedkal.com <mboyd@jonescountymedical.com>

**Cc** Lindsay Welch <Lindsay.Wekh@ess.ms.gov>

◆ 1 attachment (205 KB)

Amend2 - Wheelchairs - 26Jan26.pdf

Matthew,

Please be advised Amendment 2 has been Issued - please see attached for your convenience.

Thank you

13 ◆ u<sup>1/2</sup>, 'R.Offe+'!

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601-477-56.15

## Outlook

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Ellisville State School - Issue for Bid RFX:#3160007833 Wheelchairs - Amendment 2

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From Beverly Rogers- <beverly.rogers@ess.ms.gov>

**Date** Mon 1/26/2026 9:18 AM

**To** Jessika Cressy <jessika.cressy@nsm-seating.com>

**Cc** Lindsay Welch <Lindsay.Welch@ess.ms.gov>

◆ 1 attachment (205 KB)

Amend2 - Wheelchairs - 26Jan26.pdf

Good Morning Jessika,

Please be advised Amendment 2 has been Issued - please see attached for your convenience.

Thank you

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601-477-56.15

Outlook

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Ellisville State School - Issue for Bid RFX:#3160007833 Wheelchairs - Amendment 2

---

**From** Beverly Rogers <beverly.rogers@ess.ms.gov>

**Date** Mon 1/26/2026 9:18 AM

**To** c.ustomercare@numotion.com <customercare@numotion.com>

IDJ 1 attachment (205 KB)

Amend2 - Wheelchairs - 26Jan26.pdf)

Please be advised Amendment 2 has been issued - please see attached for your convenience.

Thank you

'Beverly' Rogers

Principal, - - CMPA

1101 N. State Street, Schodt/So-AtfvM

1.101 Hwy 11 South,

Ellisville, MS 39037

601-77-5615

MSGOV



# Ellisville State School

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[Home](#) » [Request for Proposals](#) » [Projects and Services](#)

## Request for Proposals Projects and Services

COORDINATOR: Beverly Rogers(6011477-5615 [Beverly.Rogers@ess.ms.gov](mailto:Beverly.Rogers@ess.ms.gov))

Bids must be received by: 4:30 PM CST, February 20, 2026

[IFB Ex Number: 3160007832](#)

[IFB Ref Nwnhn "116<JQQ78.32Amendment O...](#)

[IFB Ex Number: 3160007832Amendment Two](#)

Ellisville State School is soliciting Request for Proposal to Provide; Wheelchairs, Seating Systems, Parts, Accessories and Repairs

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

Bids must be received by: 4:30 PM CST, February 20, 2026

[IFB Ex Number: 3160007833](#)

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Request fo Proposals



AV /ZU12nc

9:58AM  
1/26/2026



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# South Mississippi Regional Center

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[Home](#) » [Invitations for Bids](#)

## Invitations for Bids

ConsultingPsychologist	<a href="#">REQFY2025</a>	<a href="#">Intent to Award</a>
Psychological Services	<a href="#">IFB 3160007172</a>	<a href="#">Intent to Award</a>
Employee Assistance Program	<a href="#">REQFY2025</a>	<a href="#">Intent to Award</a>
Biloxi Community Homes Maintenance	<a href="#">REQFY2025</a>	
Psychology Services	<a href="#">RFx 3160007832</a>	<a href="#">Amendment One</a> <a href="#">Amendment Two</a>
Wheelchairs, Parts, Accessories and Repairs	<a href="#">RFx 3160007833</a>	<a href="#">Amendment One</a> <a href="#">Amendment Two</a>



Search

## Register of Bidders

Vendor	Method Informed	EmailAddress	In-State	Date Informed	Date contacted ESS	Contact	Phone	Bid Received	nmeRecd	HowRecd
Adapt Health	email	biOQUlcYililadalllbealll t;QID	Yes	1/7/2026			601-968-0981			
Jones County Medical Supply	email	bsboemakec@icoes.a11o@medical cam	Yes	1rJ/2026	1/15/2026	Matthew Boyd, COO	601-296-6000	2/18/2026	1:17pm	walldn
Medical Shop	email	12acl@ooedh::alsba12i;am	No		1/16/2026	Pari Bawitlung, Contract Manager	866-563-6812			
National Seating and MobiUty	email	Jessika C[eS,S@DSID-SPallng COID	Yes	1/8/2026	2/10/2026	Jessika Cressy, CUNcal Account Manager	504-494-6650	2/16/2026	2:53pm	email
Numotion	email	c11sam@c.act:aumc1tao ,a:un	Yes	1/7/2026			601-602-2906			

**IFB 3160007833 for Wheelchairs – Bid Opening February 23, 2026@10:00AM**

**Register of Bids**

Bidder No. 1: Jones County Medical Supplies, 104 South 13<sup>th</sup> Ave, Laurel MS 39440, 601-518-0148

Overall Average % Discount 28 Hourly rate on -site Repairs \$75.00

WHEELCHAIRS MANUFACTURERS MANUAL, SPORTS, ELECTRIC, GERI, INLCUDING DELIVERY, ASSEMBLY AND ACCESSORIES		<u>INVACARE</u>	<u>BRODA</u>	<u>MOTION DESIGN/QUICKIE</u>	<u>OTHER</u>
DISCOUNT		28 %	28%	28 %	28 %

SEATING SYSTEM MANUFACTURERS		FREEDOM DESIGN	SIGNATURE 2000	MUHOLLAND	OTTO BOK
DISCOUNT		28 %	28 %	28 %	28 %

REPAIR PARTS	PDG	INVACARE	BRODA	MOTION DESIGN	OTHER- GENERIC
DISCOUNT	28 %	28 %	28 %	28 %	28 %

**Hourly Rate for on-site Repairs \$ 75.00 (plus parts)**  
 (not including warranty repairs)

**IFB 3160007833 for Wheelchairs – Bid Opening February 23, 2026@10:00AM**

**Register of Bids**

Bidder No. 2: National Seating and Mobility, Inc., 13 Power LN, Hattiesburg MS 39402, 769-447-4835

Overall Average % Discount 25 Hourly rate on-site Repairs\$ 130.00

WHEELCHAIRS MANUFACTURERS MANUAL, SPORTS, ELECTRIC, GERI, INLCUDING DELIVERY, ASSEMBLY AND ACCESSORIES		<u>INVACARE</u>	<u>BRODA</u>	<u>MOTION DESIGN/QUICKIE</u>	<u>Ki Mobility</u>
DISCOUNT		25 %	25 %	25 %	25 %

---

SEATING SYSTEM MANUFACTURERS		FREEDOM DESIGN	SIGNATURE 2000	MUHOLLAND	OTTO BOK
DISCOUNT		25 %	25 %	25 %	25 %

---

REPAIR PARTS	PDG	INVACARE	BRODA	MOTION DESIGN	OTHER- GENERIC
DISCOUNT	25 %	25 %	25 %	25 %	25 %

---

**Hourly Rate for on-site Repairs \$ 130.00 (plus parts)**  
(not including warranty repairs)

---

BID COVER SHEET

Bids are to be submitted as listed below, on or before 4:00 PM.CST, February 20, 2026.

PLEASE MARK YOUR ENVELOPE:

SEALED BID - DO NOT OPEN

Wheelchairs Bid Opening 02.23.26

Name of Company: Jones County Medical Supplies

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

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

Address: 104 S. 1st Av

City/State/Zip: Laurel, MS 39440

Telephone: 662-801-1188

E-Mail Address: bs@jcms.com

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? 1986

How many years has the firm been in business of performing the services called for in this IFB? 20 years

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

JONES COUNTY MEDICAL SUPPLIES  
104 S. 13th Ave Laurel, MS 39440

If your company is not physically located within the vicinity, how will you supply Wheelchair service and repairs 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.

0

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)? Yes

List all licenses or permits your company possesses that are applicable to perform the services required in this IFB. MS 801AYd ef M4-C.t.:t M.e.c.4:..J E.CI" @E?? -S"-=ta\;c..N"

0. A c...c.c&t 3 certifications

For how many customers has your company provided Wheelchair service and repairs Services in the past two years?

z.0 t: -Ga...; It+; 5  
100 + individuals

What is the largest customer your company has provided Wheelchair service and repairs Services for in the past two years? £\\s-v'..ll-c. 4St@I S:""-'ao.)

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

All c..TS tk 'to of experience in evaluations,  
Set up, fitting and delivery of seating and mobility  
equipment and other Assistive Technology products.

Attachment B

**BID FORM**

Company	Contact Person	Telephone Number
Jones County Medical Supplies	Brian Shoemaker	601-319-0018

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.

The award of the contract will be made based on the highest percentage discounted of the overall manufacturer's suggested retail price. Proposals must include all charges for delivering the equipment or repair parts, setting up the equipment, on-site fitting for the user, and on-site training in chair operation and maintenance.

Indicate percentage discount from manufacturer's suggested retail price in the appropriate block provided below. Write "N/A" in the blocks below for items not included in your bid.

**Please note - preference will be given to companies providing all requested info below.**

<b>WHEELCHAIRS: MANUAL, SPORTS, ELECTRIC, GERI, INCLUDING DELIVERY, ASSEMBLY AND ACCESSORIES</b>	Other suggested manufacturer	INVACARE	BRODA	QUICKIE/ MOTION DESIGN	
DISCOUNT	<b>u</b> %	<b>ze</b> %	<b>'2.0</b> %	<b>'2.b</b> %	
<b>SEATING SYSTEM MANUFACTURERS</b>	Other suggested manufacturer	FREEDOM DESIGNS	Signature 2000	MUHOLLAND	OTTO BOCK
DISCOUNT	<b>2,e</b> %	<b>ZS</b> %	<b>28</b> %	<b>Z.B</b> %	<b>t..0</b> %
<b>REPAIR PARTS</b>	Other suggested manufacturer	INVACARE	BRODA	MOTION COMPOSITE DESIGN	PDG
DISCOUNT	<b>28</b> %	<b>28</b> %	<b>28</b> %	<b>Z.i</b> %	<b>2.S</b> %

Hourly Rate for on-site Repairs **\$ 1 5** (plus parts)

(not including repairs)

**Signature** 1. **lfrll, Gf2if'5**



**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**  
Dy 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"



**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 a/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)(0). 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: Brian Shoemaker  
Signature: Brian Sh

Date: 2--1-11

\*Please include in Bid Package when submitting\*



# Ellisville State School

Dr. Rjnsey :McSwain  
Virector

1101 Jfignway 11Soutfz  
11...,[[isvi([e.:Mississippi J!)4Jl-4444

Pfzone: (601)477-9384

Wheelchairs, custom seating, seating systems, replacement parts accessories, and Repair Services

RFx ff 3160007833

Amendment One - Issued January 21, 2026

Bid Submission Deadline: February 20, 2026, 04:30 PM CST

PLEASE ACKNOWLEDGE THIS AND ANY OTHER AMENDMENTS BY EXECUTING THE BOTTOM OF THIS DOCUMENT and returning with your bid package.

### 5.2.4 Request for Reconsideration of the Terms of the Solicitation

Any potential bidder has an opportunity to request that the procuring Agency reconsider the terms of the solicitation. 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 the date of public notice as defined in Section 5.2.1. It shall be the sole responsibility of the requesting vendor 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 regarding the terms of the solicitation.

PPRB OPSCR Rules and Reau/atons Effective Seotember 6. 2024 Paoe 42 of 171

Failure to submit this acknowledgement may result in rejection of your bid.

Acknowledged by (signature): \_\_\_\_\_

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

Company and Title: Mca. .o.\$G-v : l?@a..... l, 3/4!'

Date: 2- ( \ "< . ( 2'-{



# Ellisville State School

(J)r. <R\_jnsey 'McSwai11  
<1Jirector

1101 Jfigfiway 11 Soutfi  
IJ.: fli:rvij[fe ♦Mississippi JY431-4444

<Pfo11e: (601)477-9384

Wheelchairs, custom seating, seating systems, replacement parts accessories, and Repair Services

RFX ti 3160007833

Amendment Two - Issued January 26, 2026

Bid Submission Deadline: February 20, 2026, 04:30 PM CST

PLEASE ACKNOWLEDGE THIS AND ANY OTHER AMENDMENTS BY EXECUTING THE BOTTOM OF THIS DOCUMENT and returning with your bid package.

### Questions, Answers and Clarifications -

1. - In the Scope of Work, Item #11 only specifies repair labor coverage for South Mississippi Regional Community Homes but does not mention Ellisville State School. Please clarify about labor repairs at Ellisville St.ite School.

Ellisville State School should be included in that coverage/

Notice #13 has been removed - it has been determined this would be a hardship for both vendor and Agency to bill insurance(s).

### SEE ATTACHED UPDATED SCOPE OF WORK

Failure to submit this acknowledgement may result in rejection of your bid.

Acknowledged by (signature): \_\_\_\_\_

Printed Name: :"B't::w♦ \$♦... CtM-ttkeJ'l-

Company and Tille: .v\..."'-'1.e./ - ti♦c...lo ♦ t' •

Date: Z/J2--1..t



**STATE OF MISSISSIPPI  
ELLISVILLE STATE SCHOOL  
AMENDMENT  
Invitation for Bid**

**RESPONSES REQUIRED BY:**

Submission Date : 02/20/2026  
Submission Time : 16:30:00 CST

**RESPONSES OPENED ON:**

Opening Date : 00/00/0000  
Opening Time : 16:30:00 CST

VENDOR NO:  
VENDOR NAME & ADDRESS:  
(To be completed by Vendor)

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0't -s. \ Pr--  
v- M, 3'1c./f0

**SUBMIT NON-ELECTRONIC RESPONSE:**

TO:  
1101 HIGHWAY 11 SOUTH  
ELLISVILLE MS 39437  
US

**DELIVERY POINT**

**RFxnumber** : 3160007833  
Smart number : 3373-26-R-IFBD-00002  
R11yP.r : l inrl1,,r1y WP.r.h  
Buyer Phone : (228) 374-5000  
Email : LINDSAY.WELCH@ESS.MS.GOV

NU 111,:t IU vt:NUUK:

Wheelchairs, custom seating, seating systems, replacement parts, accessories and repair services for Persons Served at both Ellisville State School, Jones County, MS and South Mississippi Regional Center, Long Beach, MS

Vendor Telephone Number	Title	Date
It_p(-'?"\ - od\	i b Stt'	.ih e«.ll.c.c..
(Typed or printed) Name of Bidder	Signature of Authorized Bidder	
1:>t"oo..v\ s\ :M- kc.,...	; _ {	

Item #	Change Indicator	Product Mfg. Part No.	Description	Delivery/Rea. date	Qty.	Unit
#1			Product Category : 47080 handicap wheelchairs		0.000	
#2			Product Category : 69151 Power Equipment Motion Components		0.000	
#3			Product Category : 96200 labor for repairs, not including recalls		0.000	

Outlook

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**SEALED BID - Wheelchairs Bid Opening 02.23.26**

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**From** Jessika Cressy <Jessika.Cressy@nsm-seating.com>

**Date** Mon 2/16/2026 2:53 PM

**To** **Beverly** Rogers <beverly.rogers@ess.ms.gov>; ESS-Contracts <ess.contracts@ess.ms.gov>

@ 7 attachments (14 MB)

IFB RFx3160007833 Wheelchairs 2026 FINAL SIGNED COPY.pdf; Amend2 - Wheelchairs - 26Jan26.pdf; Amend1 - Wheelchairs - 21Jan26.pdf; DG ATP.pdf; NRRTS-Certificate-David-Gurganus.pdf; NSM 2026 W9 SIGNED.pdf; NSM Evidence of Coverage Exp 10.31.2026.pdf;

**Caution:** ESS SECURITY NOTIFICATION: This email is from an EXTERNAL source. Do not click links or attachments unless you recognize the sender and know the content is safe. When in doubt, contact your IT Department .



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**SEATING &  
MOBILITY**

**JESSIKA CRESSY**

Clinical Account Manager

**c.** 504.494.6650

**f.** 504.208.3563

[www.nsm-seating&Q!l](http://www.nsm-seating&Q!l)

**MOBILITY • ACCESSIBILITY • SERVICE**

# INVITATION FOR BIDS

IFB No. 2026-01

RFx: 3160007833

*Wheelchairs, Parts, Accessories and Repairs*



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

Issue Date:  
January 7, 2026

Closing Date:  
**February 20, 2026, at 4:30 pm CST**

Contact:  
Beverly Rogers  
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 to provide **Wheelchairs, custom seating, seating systems, replacement parts, accessories, and repair 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>Questions and Requests for Clarification</b>	<b>January 16, 2026</b>
Response to Questions/Clarifications	January 26, 2026 by 4:30pm CST
<b>Bid Package Submission Deadline</b>	<b>February 20, 2026, by 4:30 pm, CST</b>
Bid Opening	February 23, 2026 at 10:00 am, CST
<i>Notice of Intent to Award</i>	February 24, 2026
Request for Reconsideration of the <i>Intent to Award</i>	March 03, 2026
Anticipated Contract Start	July 01, 2026

## **Section 3 - Questions/Clarifications and Response**

3.1 Bidders must carefully review this solicitation, the contract, risk management provisions, and all attachments for defects, questionable, or objectionable material. Following review, vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the questions and requests for clarifications, vendors shall submit any such questions via email **no later than January 16, 2026**. Vendors must email all questions to Beverly Rogers, Bid Coordinator at **beverly.rogers@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 K - ESS Community Homes**), as well as **South Mississippi Regional Center**, 1170 West Railroad St, Long Beach, MS 39560 as well as affiliated Community Homes as needed. (**see Attachment J - SMRC 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** Exercise precautions at all times 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 20, 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:

<b>Option 1: Physical Bid</b>	<b>Option 2: Email</b>
<p>Mail or deliver one (1) complete, signed bid package in a sealed envelope to:</p> <p>Ellisville State School            Attn: Beverly Rogers            Admin I Building            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>Wheelchairs Bid Opening 02.23.26</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>Wheelchairs Bid Opening 02.23.26</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 20, 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.S 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:**

- Vendor's name

- A single contact person and their contact information
- RFX number of this solicitation (RFX# **3160007833**)
- 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.

BID COVER SHEET

Bids are to be submitted as listed below, on or before 4:30 PM CST, February 20, 2026.

**PLEASE MARK YOUR ENVELOPE:**

**SEALED BID - DO NOT OPEN**

**Wheelchairs Bid Opening 02.23.26**

Name of Company: National Seating and Mobility, Inc.

Quoted By: Steve Asbury, ATP

Signature: 

Address: 13 Power Ln

City/State/Zip: Hattiesburg, MS 39402

Telephone: (769) 447-4835

E-Mail Address: Jessika.cressy@nsm-seating.com

**Name and phone number of Company Representative to be contacted by Agencies seeking to contract for services pursuant to this IFB:** Jessika Cressy, Cell.: 504-494-6650

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

What year was this company established? \_1\_..9.9..2

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

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation. 5959 Shallowford Road, Suite 443, Chattanooga, TN 37421

If your company is not physically located within the vicinity, how will you supply Wheelchair service and repairs Services to the agency? Locations in Hattiesburg, Mobile, New Orleans and Jackson

Note: NSM shall not ever utilize subcontractors; all work will be completed by NSM employees.

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.

No  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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)? Yes

List all licenses or permits your company possesses that are applicable to perform the services required in this IFB. MS BOP. MS HME. MS Sales Tax. Mississippi Business license. and City of Hattiesburg Business license

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For how many customers has your company provided Wheelchair service and repairs Services in the past two years? 480 000 across 190 US Branch locations

\_\_\_\_\_

What is the largest customer your company has provided Wheelchair service and repairs Services for in the past two years? Kaiser Permanente - California

\_\_\_\_\_

Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff. Complex Rehab Technologies provided with direct involvement of RESNA Certified and NRRTS certified ATPs.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Attachment B  
BID FORM**

Company	Contact Person	Telephone Number
National Seating & Mobility, Inc	Jessika Cressy	504-494-6650

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.

The award of the contract will be made based on the highest percentage discounted of the overall manufacturer's suggested retail price. Proposals must include all charges for delivering the equipment or repair parts, setting up the equipment, on-site fitting for the user, and on-site training in chair operation and maintenance.

Indicate percentage discount from manufacturer's suggested retail price in the appropriate block provided below. Write "N/A" in the blocks below for items not included in your bid.

**Please note - preference will be given to companies providing all requested info below.**

<b>WHEELCHAIRS: MANUAL, SPORTS, ELECTRIC, GERI, INCLUDING DELIVERY, ASSEMBLY AND ACCESSORIES</b>	Other suggested manufacturer	INVACARE	BRODA	QUICKIE/ MOTION DESIGN	Ki Mobility
<b>DISCOUNT</b>	25%	25%	25%	25%	25%
<b>SEATING SYSTEM MANUFACTURERS</b>	Other suggested manufacturer	FREEDOM DESIGNS	Signature 2000	MUHOLLAND	OTTO BOCK
<b>DISCOUNT</b>	25%	25%	25%	25%	25%
<b>REPAIR PARTS</b>	Other suggested manufacturer	INVACARE	BRODA	MOTION COMPOSITE DESIGN	PDG
<b>DISCOUNT</b>	25%	25%	25%	25%	25%

Hourly Rate for on-site Repairs \$ 130  
(not including warranty or recall repairs) C-

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

J. -  
" "

Attachment C  
**REFERENCES**

REFERENCE 1

Name of Company: Greenbriar Nursing and Rehabilitation Center

Dates of Service: DOS 2020 to Present

Contact Person: Annie Gomilla DOR

Address: 4347 W Gay Rd.

City/State/Zip: D'Iberville MS 39540

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

Cell Number: 228-697-2004

E-mail: [agomila@midsouthrehab.com](mailto:agomila@midsouthrehab.com)

Alternative Contact Person (optional): \_\_\_\_\_

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

Cell Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

REFERENCE 2

Name of Company: Forrest General Hospital

Dates of Service: DOS 2013 to Present

Contact Person: Beth H. Hensarling \_\_\_\_\_

Address: 6051 US 49

City/State/Zip: Hattiesburg, MS

Telephone Number: 601-288-3820 \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-mail: [bhensarling@forrestgeneral.com](mailto:bhensarling@forrestgeneral.com)

Alternative Contact Person (optional): \_\_\_\_\_

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

Cell Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

REFERENCE 3

Name of Company: William Carey University/ PT Professor

Dates of Service: DOS 2018 to Present

Contact Person: Rebecca Fleming

Address: 710 William Carey Parkway

City/State/Zip: Hattiesburg, MS 39401

Telephone Number: 601-262-7363 \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-mail: [rfleming@wmcarey.edu](mailto:rfleming@wmcarey.edu)

Alternative Contact Person (optional): \_\_\_\_\_

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

Cell Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Attachment D  
**References Score Sheet**

**RFx 3160007833**

IFB for Wheelchairs, Parts, Accessories and Repairs

**TO BE COMPLETED BY AGENCY STAFF ONLY**

**CompanyName**-----

**ReferenceName:**-----

**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
---	-----	----

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

Notes: \_\_\_\_\_

Called by: \_\_\_\_\_  
Signature Title Date

## 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:** S=+t...e...v...e...A...sc:b...u...nyLL...:A...T...P

**Date:** 02/06/20

**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 badfaith 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.

..Ji...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)(0). 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: Steve Asbury .ATP

Signature **5**  \_\_\_\_\_

Date: 0-2-106-126 \_\_\_\_\_

**\*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 the "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 Vendor's 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 fees are assessed for 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 (specialty area).
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 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 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.

**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, offerer, 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, Offerer, Applicant] further certifies that Vendor is not an agent of any such person or entity.  
[Bidder, Offerer, 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, Offerer, 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, Offerer, Applicant] certifies that, within the past five (5) years, it has not had a contract with a governmental entity terminated due to the [bidder, offerer, applicant]'s failure to perform, default, or any other action or inaction by the [bidder, offerer, 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 or 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 neither party is in default.
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>	<b>Jessika.cressy@nsm-seating.com</b>
Beverly Rogers, Procurement Officer	<b>Jessika Cressy, Clinical Account Manager</b>
Ellisville State School	<b>National Seating &amp; Mobility, Inc.</b>
1101 Highway 11 South	<b>5959 Shallowford Road, Suite 443</b>
Ellisville, MS 39437	<b>Chattanooga, TN 37421</b>

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**

Vendor shall provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- 1.** Vendor shall provide delivery and setup of Wheelchairs, seating, accessories and repair parts as a specified discount percentage for a one-year period as well as contract renewal periods as indicated.
- 2.** All services provided by the successful bidder shall be performed by a qualified technician. Technicians are to be NRRTS members and CRTS certified. A copy of the certificate must be provided prior to work start.
- 3.** Provide technical assistance to Agency's Therapy staff by participating in wheelchair seating clinics. Areas to be addressed by the clinics include wheelchair evaluations, custom seating, wheelchair repairs, adjustments, modification, and the provision of quotes. These clinics will be scheduled on a weekly basis.
- 4.** When the Awarded Vendor participates in equipment evaluations, they shall ultimately be responsible for the proper fitting of that equipment to the client. Should a piece of equipment not be functional, that equipment should be either replaced or modified to the Agency's satisfaction at no additional cost.
- 5.** The Awarded Vendor shall provide the Agency's representative with an itemized quotation within seventy-two (72) hours of the date of the request. Group quotes and quotes for wheelchairs with custom seating will be provided within seven (7) working days from the date of the request. Failure to provide quotations within the specified time frame may result in the cancellation of the contract, or the Agency may purchase elsewhere in accordance with State Purchasing Regulations.
- 6.** Delivery shall be FOB "Agency". Delivery shall be within 12 weeks maximum after receipt of order. Loaner chairs shall be provided by the Awarded Vendor at the Agency's request.
- 7.** All wheelchairs should be warrantied for a time period that equals or exceeds the manufacturer's standard warranty, to be free from defects in materials and workmanship for a period of not less than one year from the date of purchase. Parts supplies, and labor for repairs made during the warranty period will be provided at no charge to the client, or Agency.
- 8.** The Awarded Vendor agrees to furnish the Agency with three (3) current copies of the lowest manufacturer's suggested retail price lists. The discount bid shall apply to the current price lists. Catalogs and price lists shall be forwarded to the Agency prior to the beginning of the contract period. Any changes or updates from the manufacturer that occur during the contract period shall be forwarded promptly to the Agency.
- 9.** Travel expenses for initial delivery, fitting and warranty repairs shall be included in the bid price.
- 10.** All services should be provided during normal business hours. (8am to 4:30pm)
- 11.** The Vendor should include labor for repairs only for the South Mississippi Regional Center. All repairs shall be made at the South Mississippi Regional Community Homes or an alternate site that is approved by the OT/PT. All repair work shall be initiated within two (2) working days from the date notification is given by a representative of the South Mississippi Regional Center.
- 12.** Vendor shall submit separate invoices for each location. (i.e. Ellisville State School, South Mississippi Regional Center, etc.)
- 13.** Vendors should bill other available funding sources such as but not limited to; Medicare, Medicaid and Private Insurance, for equipment, when possible, "Agency" will act as a payer of last resort.

**Attachment J**

**SMRC COMMUNITY HOMES**

<p><b>Gautier Community Home</b> 214A Graveline Rd 214B Graveline Rd Gautier, MS 39553</p>
<p><b>Biloxi Community Home</b> 280 Tara Lane 2050 Lawrence Ave Biloxi, MS 39531</p>
<p><b>Biloxi Lighthouse</b> 2766 Fernwood Rd Biloxi MS 39531</p>
<p><b>Wiggins Community Home</b> 500 Harrison St 509 Stapp St Wiggins, MS 39577</p>
<p><b>Poplarville Community Home</b> 1303 S Shivers St 1501 S Shivers St Poplarville, MS 39470</p>

**South Mississippi Regional Center  
1170 West Railroad St  
Long Beach MS 39560  
228-868-2923**

**Attachment K**

**ESS CO1v.IMUNITY HOMES**

<b>ELLISVILLE</b>					
<b>Name of Home</b>	<b>Address</b>	<b>City I Zip</b>			
Clover Cove	711 Blank St.	Ellisville, 39437			
Cotten's Corner	107 Cleveland St.	Ellisville, 39437			
<b>LUMBERTON</b>					
<b>Name of Home</b>	<b>Address</b>	<b>City I Zip</b>			
Pineview	1116 W. Main Ave	Lumberton,39455			
Timberlake	1116 W. Main Ave	Lumberton, 39455			
<b>PRENTISS</b>					
<b>Name of Home</b>	<b>Address</b>	<b>City I Zip</b>			
Willowbend	1164 Berrv Street	Prentiss,39474			
Stonebriar	1160 Berrv Street	Prentiss, 39474			
<b>RICHTON</b>					
<b>Name of Home</b>	<b>Address</b>	<b>City I Zip</b>			
Somerset	580 Cvoress St. N.	Richton,39476			
Bridgedale	200 Gertrude Ave.	Richton,39476			
<b>SUMRALL</b>					
<b>Name of Home</b>	<b>Address</b>	<b>City I Zip</b>			
Brookwood	10 LeQion Lake Rd	Sumrall,39482			
Douglas Graham	4759 Highway 589	Sumrall,39482			
<b>WAYNESBORO</b>					
<b>Name of Home</b>	<b>Address</b>	<b>City I Zip</b>			
Woodland Heights	60 Joe Jordan Dr.	Wavnesboro,39367			
Pinecrest	277 Ramey Lane	Waynesboro,39367			

# STATE HOLIDAYS

**NAME**

**DATE**

New Year's Day

January 1

Or. 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



# Ellisville State School

Dr. Rinsey McSwain  
Director

1101 Highway 11 South  
Ellisville Mississippi 39437-4444

Phone: (601)477-9384

Wheelchairs, custom seating, seating systems, replacement parts accessories, and Repair Services

RFx # 3160007833

Amendment One – Issued January 21, 2026

**Bid Submission Deadline: February 20, 2026, 04:30 PM CST**

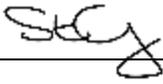
PLEASE ACKNOWLEDGE THIS AND ANY OTHER AMENDMENTS BY EXECUTING THE BOTTOM OF THIS DOCUMENT and returning with your bid package.

### 5.2.4 Request for Reconsideration of the Terms of the Solicitation

Any potential bidder has an opportunity to request that the procuring Agency reconsider the terms of the solicitation. 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 the date of public notice as defined in Section 5.2.1. It shall be the sole responsibility of the requesting vendor 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 regarding the terms of the solicitation.

*PPRB OPSCR Rules and Regulations Effective September 6, 2024 Page 42 of 171*

Failure to submit this acknowledgement may result in rejection of your bid.

Acknowledged by (signature): \_\_\_\_\_ 

Printed Name: Steve Asbury

Company and Title: National Seating & Mobility, Director of Market Development

Date: 02/06/26



## Attachment I Scope of Work

Vendor shall provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Vendor shall provide delivery and setup of Wheelchairs, seating, accessories and repair parts as a specified discount percentage for a one-year period as well as contract renewal periods as indicated.
2. All services provided by the successful bidder shall be performed by a qualified technician. Technicians are to be NRRTS members and CRTS certified. A copy of the certificate must be provided prior to work start.
3. Provide technical assistance to Agency's Therapy staff by participating in wheelchair seating clinics. Areas to be addressed by the clinics include wheelchair evaluations, custom seating, wheelchair repairs, adjustments, modification, and the provision of quotes. These clinics will be scheduled on a weekly basis.
4. When the Awarded Vendor participates in equipment evaluations, they shall ultimately be responsible for the proper fitting of that equipment to the client. Should a piece of equipment not be functional, that equipment should be either replaced or modified to the Agency's satisfaction at no additional cost.
5. The Awarded Vendor shall provide the Agency's representative with an itemized quotation within seventy-two (72) hours of the date of the request. Group quotes and quotes for wheelchairs with custom seating will be provided within seven (7) working days from the date of the request. Failure to provide quotations within the specified time frame may result in the cancellation of the contract, or the Agency may purchase elsewhere in accordance with State Purchasing Regulations.
6. Delivery shall be FOB "Agency". Delivery shall be within 12 weeks maximum after receipt of order. Loaner chairs shall be provided by the Awarded Vendor at the Agency's request.
7. All wheelchairs should be warrantied for a time period that equals or exceeds the manufacturer's standard warranty, to be free from defects in materials and workmanship for a period of not less than one year from the date of purchase. Parts supplies, and labor for repairs made during the warranty period will be provided at no charge to the client, or Agency.
8. The Awarded Vendor agrees to furnish the Agency with three (3) current copies of the lowest manufacturer's suggested retail price lists. The discount bid shall apply to the current price lists. Catalogs and price lists shall be forwarded to the Agency prior to the beginning of the contract period. Any changes or updates from the manufacturer that occur during the contract period shall be forwarded promptly to the Agency.

9. Travel expenses for initial delivery, fitting and warranty repairs shall be included in the bid price.
10. All services should be provided during normal business hours. (8am to 4:30pm)
11. The Vendor should include labor for repairs at each location. All repair work shall be initiated within two (2) working days from the date notification is given by a representative.
12. Vendor shall submit separate invoices for each location. (i.e. Ellisville State School, South Mississippi Regional Center Community Homes, etc.)



The Rehabilitation Engineering and Assistive Technology Society of North America

Be it known that

**ID# 52059**

***David Gurganus, ATP***

has successfully met the requirements, agreed to abide by the RESNA Standards of Practice,  
and is hereby certified by the Professional Standards Board as an

***Assistive Technology Professional***  
***Effective through 4/19/2027***

A handwritten signature in black ink, appearing to read 'Kyle Walker'.

Kyle Walker, MHA, ATP  
Co-Chair, Professional Standards Board

A handwritten signature in black ink, appearing to read 'Jason Kelln'.

Jason Kelln, ATP, CRTS  
Co-Chair, Professional Standards Board



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INTERNATIONAL REGISTER OF  
REHABILITATION TECHNOLOGY  
SUPPLIERS

In accordance with the Bylaws of the corporation, the Board of Directors of the

# International Registry of Rehabilitation Technology- Suppliers

Hereby awards Registration to:

David Gurganus, ATP, CRTS®

Registration ID#

6620608

Registration is in good standing from  
February 1, 2026 to January 31, 2027

\* Not transferable or assignable

In witness thereof

Y- ?

,ATr>, CRTS

Jason Kelln, ATP, CRTS®  
President

International Registry of Rehabilitation Technology Suppliers



# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for Instructions and the latest Information.

Give form to the  
requester. Do not  
send to the IRS.

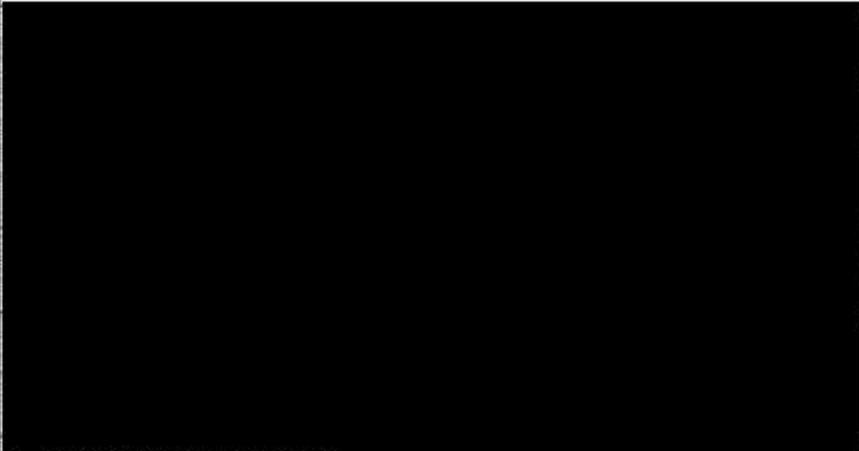
Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entity is required. (For a S/O proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

National Seating & Mobility, Inc.

2 Business name/disregarded entity name, if different from above.

Print or type.  
See Specific Instructions on page 3.



3 On line 1, check  Trust/estate  
 the tax  the appropriate  
classification,   
est, check   
requester's name and address (optional)

4 Exemptions (codes apply only to certain filers, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the United States.)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number  
**[ ] J - [ D - 1 1 1 ]**

Employer identification number

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number to Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person

Date 1/2/2026

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its Instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

10/31/20261

12/18/2025

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

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

<b>PRODUCER</b> Lockton Companies, LLC OBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 8110E Union Ave., Ste. 100 Denver CO 80237 denver-certs@lockton.com	<b>CONTACT NAME:</b> (A)HON, I ..... FAX No:	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> 1418818 National Seating & Mobility, Inc. 5959 Shallowford Road, Suite 443 Chattanooga, TN 37421-2285	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A: Benchmark Insurance Comnanv	NAIC# 41394
	INSURER B: Hartford Fire Insurance Company	19682
	INSURER C: Hartford Accident and Indemnity Comoanv	22357
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 18837816

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL (.....)	SUBR (w/v)	POLICY NUMBER	10/31/2025	10/31/2026	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liability GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> Loc	N	N	D1025G6614-5	10/31/2025	10/31/2026	EACH OCCURRENCE	\$ 1000000
							PREMISES Ea occurrence	\$ 1000000
							MED EXP (Any one person)	\$ XXXXXXXX
							PERSONAL & ADV INJURY	\$ 1000000
							GENERAL AGGREGATE	\$ 3 000 000
							PRODUCTS - COMP/OP AGG	\$ 3 000 000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> AUTOS ONLY HIRED <input type="checkbox"/> AUTOS ONLY SCHEDULED <input type="checkbox"/> AUTOS NON-OWNED <input type="checkbox"/> AUTOS ONLY	N	N	59ABS55506	10/31/2025	10/31/2026	BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE	\$ XXXXXXXX
								\$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> f1 CLAIMS-MADE DED   RETENTIONS\$	N	N	UMI0246615-5	10/31/2025	10/31/2026	EACH OCCURRENCE	\$ 10 000 000
							AGGREGATE	\$ 10 000 000
								\$ XXXXXXXX
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> On: OPERATIONS below	Y/N	N	59WNS55504 (AOS)	10/31/2025	10/31/2026	E.L. EACH ACCIDENT	\$ 1000000
C		N/A		59WBR55505 (WI)	10/31/2025	10/31/2026	E.L. DISEASE - EAEMPLOYEE	\$ 1000000
							E.L. DISEASE - POLICY LIMIT	\$ 1000000

DESCRIPTION OF OPERATIONS | LOCATIONS | VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

18837816  
Proof of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



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**National Seating & Mobility, Inc.**  
**Named Insured Schedule**

HEARTS Acquisition Inc.

NSM Top Holdings Corp.

NSM Intermediate Holdings Corp.

NSM Sub Holdings Corp.

WCM NSM Holdings Corporation

WCM NSM Acquisition Corporation

National Seating & Mobility, Inc.

Hudson Home Health Care, Inc.

Hudson Seating & Mobility

Home Medical Equipment, LLC

Home Medical Equipment NY, Inc.

Dependable Medical Equipment, Inc.

Dependable Medical Equipment, LLC

Travis Medical Supply Corporation

Travis Medical Sales Corporation DBA TM Supply

Kevin S. Jones, Inc. dba All American Medical Eqpt & Supplies

Mobility Solutions, Inc.

Scooters America, LLC

All Star Medical

Texas DME, Inc.

American Seating & Mobility

Allumed, Inc.

2000 W International Airport Rd,Units D3/D4	Anchorage	AK	99518
2521 Meadowview Lane STEB, C, D	Pelham	AL	35124-4343
854 Lakeside Dr Ste B	Mobile	AL	36693
2778 Gunter Park Dr E Ste J	Montgomery	AL	36109-1404
523 Lexington Avenue	Fort Smith	AR	72901
4202 EElwood St Ste 5	Phoenix	AZ	85040
3840 S.Palo Verde Rd. Suites 207	Tuscon	AZ	85714
16509 Arminta St	Van Nuys	CA	91406
1650 S. Sinclair Street	Anaheim	CA	98206
1441 S Mooney Blvd Suite C	Visalia	CA	93277-4440
4515 South B Street	Stockton	CA	95206
1190 Dell Ave. Unit L	Campbell	CA	95008
2462 Tripaldi Way	Hayward	CA	94545
4235 Ponderosa Ave, Ste A.	San Diego	CA	92123-9701
4705 New Horizon Blvd, Ste 7	Bakersfield	CA	93313
4980 E.University Ave.Units 111-114	Fresno	CA	93727
1650 Tribute Road,	Sacramento,	CA	95815-440
2850 Cordelia Rd, Suites 140 & 150	Fairfield	CA	94534
350 Alabama St Ste C/D/E/F	Redlands	CA	92373
5569 Ekwil St	Santa Barbara	CA	93117-3735
1240 Redwood Blvd	Redding	CA	96003
825 Arnold Drive, Ste 112	Martinez	CA	94553
5560 Skylane Blvd Ste A	Santa Rosa	CA	95403-9091
5569 Ekwil St	Santa Barbara	CA	93111
12503 E. Euclid Drive. Ste 60	Centennial	CO	80111
2387 River Dr. Ste 130	Grand Junction	CO	81505
11 Freedom Way, Units A3-A6	Niantic	CT	06357
151 Rockwell Rd,	Newington	CT	06111
28 Mashamoquet Rd, Route 101	Pomfret Center	CT	06259
1335 NW 98th Ct Unit 1	Doral	FL	33172
1720 Tennessee Ave	Lynn Haven.	FL	32444-4221
4300 Ford Street Ext. Unit 101	Fort Myers	FL	33916
3580 Gateway DR	Pompano Beach	FL	33069
11651 Central Parkway, STE 118, 119, 120. & 121	Jacksonville	FL	32224
5914 Jet Port Industrial Blvd	Tampa	FL	33634
502 Sunport Ln, Ste 350	Orlando	FL	32809
13570 Wright Circle, Ste. F6	Tampa	FL	33626
3082 Gulf Breeze Parkway	Gulf Breeze	FL	32563
3580 Gateway Dr.	Pompano Beach	FL	33069
4406 Mercer University Drive, Ste D	Macon	GA	31210
1990 Chatham Parkway	Savannah	GA	31405
3361 W. Hospital Avenue	Chamblee	GA	30341
96-1173 Waihona St Unit A-3	Pearl City	.HI	96782
2415 Heinz Rd	Iowa City	IA	52240
3936 NW Urbandale Dr.	Urbandale	IA	50322
5444 East Ave, Unit A	Countryside	IL	60525
3808 W. Springfield Ave. Ste B	Champaign	IL	61822
4209 Pfeiffer Rd	Bartonville	IL	61607-2812

4226 Vogel Rd, Suite <b>A</b>	Evansville	<b>IN</b>	47715-2275
3927 Kraft Pkwy. Ste <b>A</b>	Fort Wayne	<b>IN</b>	46808
7050 <b>N</b> Guion Rd, Ste <b>A</b>	Indianapolis	<b>IN</b>	46268
JO11 S Michigan St	South Bend	<b>IN</b>	46614
1635 East 37th St North, Ste 5	Wichita	<b>KS</b>	67219
2025 leestown Rd, Unit L	Lexington	<b>KY</b>	40511
5670 ShepherdsvilleRd	Louisville	<b>KY</b>	40228-1014
11931 Industriplex Blvd Ste 500	Baton Rouge	<b>LA</b>	70809
207 Roto Parle Dr	Broussard	<b>LA</b>	70518
5515 Pepsi St Ste <b>A</b> & <b>B</b>	Harahan	<b>LA</b>	70123
12 Southville Rd.	Southborough	<b>MA</b>	01772
150 Padgette St Unit F	Chicopee	<b>MA</b>	01022
50-T Concord St.	Wilmington	<b>MA</b>	01887
101 Constitution Blvd.. Ste F	Franklin	<b>MA</b>	02038-2587
7401 Boston Blvd	Springfield	<b>VA</b>	22153
1313 National Hwy. Ste 13	laVale	<b>MD</b>	21502
11438 Cronridge Dr. Ste X & Y	Owings Mill	<b>MD</b>	21117
625 Broadway. Unit C	Bangor	<b>ME</b>	04401
5 Wellspring Rd	Biddeford	<b>ME</b>	04005
10341 Hercules Rd	Freeland	<b>MI</b>	48623
419 Ientz Ct	Lansing	<b>MI</b>	48917
G1101 N Ballenger Hwy, Ste B	Flint	<b>MI</b>	48504
6144 Merger Drive	Holland	<b>OH</b>	43528
2342 Industrial Street STE B	Grayling	<b>MI</b>	49738
1967 Woodslee Drive	Troy	<b>MI</b>	48083
2222 Woodale Drive. Suite 200	Mounds View	<b>MN</b>	55112-4900
◆700-4702 Happy lane	Arnold	<b>MO</b>	63010
502 Rudder Rd	Fenton	<b>MO</b>	63026
2380 N. High St.	Jackson	<b>MO</b>	63755-8365
13 Power lane	Hattiesburg	<b>MS</b>	39402-8563
3010Lakeland Cove Ste Z & Z-1	Flowood	<b>MS</b>	39232
2751 Enterprise Avenue. Ste 103	Billings	<b>MT</b>	59102
1417 Orange Ave.	Helena	<b>MT</b>	59601
5750 Expressway, Ste D	Missoula	<b>MT</b>	59808-8816
65 Shiloh Road	Asheville	<b>NC</b>	28803
3140Yorl<mont Road, Suite 500	Charlotte	<b>NC</b>	28208
7 Wendy Court Suite G	Greensboro	<b>NC</b>	27409-2229
7WendyCt.	Greensboro	<b>NC</b>	27409-2248
7231 ACCBoulevard, Ste 103	Raleigh	<b>NC</b>	27617
75 Dow Rd	Bow	<b>NH</b>	03304-3607
315 Derry Rd, Unit 4 & Unit 5	Hudson	<b>NH</b>	03051
8 Industrial Park Drive, Unit 20	Hooksett	<b>NH</b>	03106-1807
5146WHurleyPond Rd	Wall Township	<b>NJ</b>	07727
160 Algonquin Parkway, Suite 2	Whippany	<b>NJ</b>	07981
4431 Anaheim Ave. NE Ste A	Albuquerque	<b>NM</b>	87113
7360 Eastgate Road, Ste 115	Henderson	<b>NV</b>	89011
747 Pierce Rd., Suite C	Clifton Park	<b>NY</b>	12065

19 Ransier Drive Ste SB	West Seneca	NY	14224
40 Melville Park Road	Melville	NY	11747
1513 Olmstead Ave	Bronx	NY	10462
2069 Central Ave	Albany	NY	12205
25 Flanagan Dr.	Plattsburgh.	NY	12901-2236
2415 Gilchrist Rd.	Akron	OH	44305
6501 Angola Rd, Unit P	Holland	OH	43528
2329 Crowne Point Dr	Sharonville	OH	45241
306 E 5th Ave	Columbus	OH	43201
6430 Eastland Rd, STE 1	Brook Parle	OH	44142
1087 N Meridian Rd	Youngstown	OH	44509
5230 Hauserman Rd, Ste A	Parma	OH	44130
320 NE 39th Terrace	Oklahoma City	OK	73105
11414 East 51st St, Ste B	Tulsa	OK	74146
5616 S 122nd E Ave, Ste C	Tulsa	OK	74146
5820 Jean Rd. Ste 100	lake Oswego	OR	97035
5250 High Banks Rd, Ste 600	Springfield	OR	97478
1957 Pioneer Rd, Bldg C	Huntingdon Valley	PA	19006
730 Vista Parle Dr	Pittsburgh	PA	15205
1090 Hanover Street	Hanover Township	PA	18706-2000
2030 Center St, Suite 103	Northampton	PA	18067
6360 Flank Dr, Suite 1500	Harrisburg	PA	17112
117 N Keystone Ave	Sayre	PA	18840
5050 W. Ridge Rd, Ste 106	Erie	PA	16506
11 Knight St Units F22 & F23	Warwick	RI	02886
2551 Oscar Johnson Dr, Unit C	North Charleston	SC	29405
153 Grace Dr, Suite A	Easley	SC	29640
2325 Prosperity Way, Suite 4	Florence	SC	29501
6904 N. Main St Ste 104	Columbia	SC	29210
5959 Shallowford Rd, Ste 435-447, 423 & 529	Chattanooga	TN	37421
302 Innovation Drive Suite 500	Franklin	TN	37067
3930 South Perkins Rd	Memphis	TN	38118
1610 Elm Hill Pike. Ste A	Nashville	TN	37210
115 Hayfield Rd, Ste A	Knoxville	TN	37922
3708 East Stone Dr	Kingsport	TN	37660
9494 Kirby Dr	Houston	TX	77054
2300 Valley View Lane, Ste 205	Farmers Branch	TX	75234-5704
11075 Eastex Freeway, Suite G	Beaumont	TX	77708
1003 NNE loop 323	Tyler	TX	75708
211 S. Stemmons Fwy	Lewisville	TX	75067
3374 STreadaway Blvd	Abilene	TX	79602
10810 State Hwy 191	Midland	TX	79707
18 N. 21st Street	Temple	TX	76504-2S32
12402 Slide RD, STE 408	Lubbock	TX	79424-8322
610 S Wake Village Rd	Wake Village	TX	75501
2705 Bee Caves Rd, Ste 230	Austin	TX	78746
11436 Rojas Suite B6	El Paso	TX	79936
1340 Airport Commerce Dr, Ste 575	Austin	TX	78741

6894 Alamo Downs Pkwy	San Antonio	TX	78238
2001 108th Street. Ste 104	Grand Prairie	TX	75050
1103 W Adams Ave	Temple	TX	76504
2055 Silber Rd. Ste 160	Houston	TX	77055-2645
4397 Crawford	Abilene	TX	79602
,1802 Bear Ln	Corpus Christi	TX	78405
611 W Ben White Blvd	Austin	TX	78704
8 North 21st Street.	Temple	TX	76504-4109
8666 Huebner Rd, Ste 200	San Antonio	TX	78240-1837
10955A Eastex FWY	Beaumont	TX	77708-0902
6553 S Cottonwood St	Murray	UT	84107
1719 W 2800 S, Suite 102	Ogden	UT	84401
2600 Eltham Ave., Suite 110	Norfolk	VA	235013
3941 Deep Rock Rd	Henrico	VA	23233
88 IIIY Ridge Lane	Fishersville,	VA	22939
1871 Dillard Dr.	Salem	VA	24153
7401 Boston Blvd	Springfield	VA	22314-3414
6 Green Tree Dr. Unit 1	South Burlington	VT	05403
6601 220th Street SW. Ste 6	Mountlake Terrace	WA	98043
5709 Lacey Blvd SE. Suite 200	Lacey	WA	98503
170 Steward Rd SW	Pacific	WA	98047
3302 Cedardale Road	MountVemon	WA	98273
Clearwater Avenue, Ste A-2	Kennewick	WA	98274
6101-B.E. 18th St.	Vancouver,	WA	98661-6992
450 N. Military Ave., Ste 7	Green Bay,	WI	54303-4571
4500 W Burnham St.	West Milwaukee.	WI	53219
726 Walsh Road	Madison,	WI	53714
N922 Tower View Dr, Unit N	Greenville,	WI	54942
3334 Mormon Coulee Road	La Crosse,	WI	54601
◆50 N. Military Avenue. Suite 7	Greenbay	WI	54304
204 Roxalana Business Parle	Dunbar.	WV	25064
25 Flanagan Dr.	Plattsburgh.	NY	12901
139 W Public Square	Glasgow.	KY	42141
3396 Box Car Ln Unit C	Syracuse,	NY	13219-1260
101 N . McColl Ste 3	McAllen,	TX	78501-9384
35 Lumber Road	Roslyn,	NY	11576
6144 Merger Drive	Holland,	OH	43528
1100 W. Cambridge Circle Drive, Suite 550	Kansas City,	KS	66103-1318
1100 W Cambridge Cr Dr, Ste 550	Kansas City,	KS	66103
1371 Brass Mill Rd., Ste A-B	Belcamp,	MD	21017-1239
1055 Westgate Dr.	Saint Paul.	MN	55114
2935 Madison Ave SE	Grand Rapids,	MI	49548-1207
7365 SW 38th ST STE 205	Ocala,	FL	34474-6492
1990 Chatham Pkwy, Unit 6m	Savannah	GA	21017
1985 16th St., NE. Ste 170	Salem,	OR	97301-0055
637 Skyline Dr.	Jackson	TN	38301
2222 Wooddale Dr. Suite 200	Mounds View	MN	55112
1371 Brass Mill Rd Ste A & B	Belcamp	MD	21017-1239

2055 Silber Rd Suite 160	Houston	TX	77055
545 Riverside Drive Suite 1	Augusta	ME	04330-3831
5670 Shepherdsville Rd.	Louisville	KY	40228-1014
320 NE39th TER	Oklahoma City	OK	73105-3705
3441 Hwy 126	Blountville	TN	37617-4525
219 Beaver Creek School Rd,	West Jefferson	NC	28694-7198
2415 Glchrist Rd	Akron,	OH	44305-44017
111 Old Hickory Blvd. E, Suite A	Jackson	TN	38305-4534
912 County Road 480, Sutte 1	Marquette	MI	49855-9417
4228 Garrett Rd.	Durham	NC	27707-3430
545 Riverside Dr. Ste 1	Augusta,	ME	04330-3831
3720 Tampa Rd.	Palm Harbor.	FL	34684
2857 Oak Grove Road	Hattiesburg,	MS	39402-8926

POLICY NUMBER: D1025G6614-5

COMMERCIAL GENERAL LIABILITY  
CG 20 10 0413**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Abuse or Molestation Insurance

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
Any person or organization where required by written contract, but only to the extent that the named insured has agreed in writing prior to the occurrence or accident to provide insurance for such persons or organizations and then only with respect to liability for bodily injury or property damage caused by operations performed for such additional insured by or on behalf of the named insured.	Work performed by named insured, only with respects to their work at location designated, per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: D1025G6614-5

**COMMERCIAL GENERAL LIABILITY  
CG 20 15 0413**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) <Vendor>	Your Products
Information required to complete this Schedule if not shown above will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such

**B.** With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:
  - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;
  - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (1) The exceptions contained in Sub-paragraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

C. With respect to the insurance afforded to these vendors, the following is added to **Section III - Limits Of Insurance:**

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

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

POLICY NUMBER: D1025G6614-5

**COMMERCIAL GENERAL LIABILITY  
CG 20 37 0413**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Blanket	Work performed by named insured, only with respect to their work at location designated, per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A, Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However.

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

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

(1) The additional insured is a Named Insured under such other insurance; and

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

POLICY NUMBER: D1025G6614-5

COMMERCIAL GENERAL LIABILITY  
CG 24 041219

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

Any person or organization where required by written contract, but only to the extent that the named insured has agreed in writing prior to the occurrence or accident to provide insurance for such persons or organizations and then only with respect to liability for bodily injury or property damage caused by operations performed for such additional insured by or on behalf of the named insured.

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

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

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER  
FROM OTHERS ENDORSEMENT**

**Policy Number:** 59WNS55504 (AOS)

**Endorsement Number:** 49

**Effective Date:** 10/31/2025

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** NATIONAL SEATING & MOBILITY, INC.

5959 SHALLOWFORD ROAD, SUITE 443

CHATTANOOGA, TN 37421

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

**SCHEDULE**

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.

Countersigned by \_\_\_\_\_

Authorized Representative

**Form WC 00 03 13** Printed in U.S.A.

**Process Date:**

**Policy Expiration Date:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions

#### **1. BROADFORMINSURED**

**Paragraph .1. -WHO IS AN INSURED - of  
Section II - Liability Coverage is amended to  
add the following:**

##### **d. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the  
Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **e. Employees as Insureds**

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### **f. Lessors as Insureds**

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (a) The agreement requires you to provide direct primary insurance for the lessor and
  - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### **g. Additional Insured if Required by Contract**

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. orb. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto." The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:
  - (a) During the policy period, and
  - (b) Subsequent to the execution of such written contract, and

(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**2. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, **we will** undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

**3. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

#### 4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

#### 5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

#### 6. PHYSICAL DAMAGE ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

#### 7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

#### 8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

#### 9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs 8.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **10. EXTRA EXPENSE BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **11. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **12. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

#### **14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **15. HIRED AUTO - COVERAGE TERRITORY**

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **16. WAIVER OF SUBROGATION**

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### **17. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### **18. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

**19. HYBRID, ELECTRIC, OR NATURAL GAS  
VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

**20. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



# Ellisville State School

Dr. Rinsey McSwain  
Director

1101 Highway 11 South  
Ellisville Mississippi 39437-4444

Phone: (601)477-9384

## Notice of Intent to Award

February 24, 2026

<b>Procurement Type and Number</b>	RFx# 3160007833
<b>Procurement Title</b>	IFB for Wheelchairs, Custom seating, Seating systems, Replacement parts, Accessories and Repairs
<b>Opening Date and Time</b>	February 23, 2026 10:00 am CST

The following vendors submitted responses to the above solicitation:

- Jones County Medical Supplies
- National Seating and Mobility

All bidders were considered responsive and responsible.

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

- Jones County Medical Supplies

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

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.

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 shall contain:

Requesting vendor

A single contact person – name, title

All contact information for the contact person – full address

RFX number of the solicitation – 3160007833

Date the IFB was issued – January 07, 2026

Date the Notice of Intent to Award was issued – February 24, 2026

The request shall identify which of these rules and regulations and/or the terms of the IFB the requesting bidder believes were violated by the Agency during the bid evaluation process, explain the factual basis for the alleged violation(s), **and** specify how the alleged violation(s) affected the outcome of the procurement. The request shall not be based on anything other than the Agency Procurement File, these rules and regulations, and the terms of the solicitation. The request shall not be supplemented.

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.

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

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

Sincerely,

*Beverly Rogers*  
*Procurement Officer - CMPA*  
*Ellisville State School/South Mississippi Regional Center*  
*1101 Hwy 11 South*  
*Ellisville, MS 39437*  
*601-477-5615*  
beverly.rogers@ess.ms.gov

Outlook

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**Ellisville State School - Rfx#3160007833 Wheelchairs - Notice of Intent to Award**

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**From** Beverly Rogers <beverly.rogers@ess.ms.gov>

**Date** Tue 2/24/2026 3:23 PM

**To** Brian Shoemaker <bshoemaker@jonescountymedical.com>

**Cc** Lindsay Welch <Lindsay.Wekh@ess.ms.gov>

fflJ 1 attachment (201 KB)

Notice of Intent to Award-Rfx#3160007833 Wheelchair-24Feb26.pdf;

Brian,

Congratulations!

'Be>.1er½' 'R  Jr  
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'flUw   School/Soudv lf  pvR  enter  
1101 tlwy 11 South-v  
Ellwville, lvfS 39Lf.37  
601-Lf.77-5615

Outlook

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**Ellisville State School - Rfx#3160007833 Wheelchairs - Notice of Intent to Award**

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**From** Beverly Rogers <beverly.rogers@ess.ms.gov>

**Date** Tue 2/24/2026 3:24 PM

**To** Jessika Cressy <jessika.cressy@nsm-seating.com>

**Cc** Lindsay Welch <Lindsay.Wekh@ess.ms.gov>

@ 1 attachment (201 KB)

Notice of Intent to Award-Rfx#3160007833 Wheelchair-24Feb26.pdf;

Please see attached

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Medical Waste Disposal

[REQFY2025](#) [Intent to Award](#)

Consulting Psychologist

[REQFY2025](#) [Intent to Award](#)

Psychological Services

[IFB3160007172](#) [Intent to Award](#)

Employee Assistance Program

[REQFY2025](#) [Intent to Award](#)

Blioxi Community Homes Maintenance

[REQFY2025](#)

Psychology Services

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Wheelchairs,Parts,Accessories and Repairs

[REX3JIIQQZ833](#) [AmeJdment\\_One](#) [Am:nnmenrwo](#) [tmPntro\\_Awaco](#)

Last update - 02/24/2026

South Mississippi Regional Center

1170 West Railroad Street

Long Beach, MS 39560

(228) 868-2923



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Inbox - Beverly Rogers



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