

ELLISVILLE STATE SCHOOL



INVITATION FOR BIDS

IFB RFx Number: 3160007360

Plumbing Services

Issue Date: April 25, 2025

CLOSING TIME AND DATE

Bids must be received by:

9:00 AM CST, May 27, 2025

CLOSING LOCATION

Ellisville State School

Administration Building 1

1101 Highway 11 South

Ellisville, Mississippi 39437

Main Phone: 601-477-9384

Fax: 601-477-5700

PROFESSIONAL SERVICES CONTACT

Dr Rinsey McSwain, Agency Director

E-mail: Rinsey.McSwain@ess.ms.gov

BID COORDINATOR

Beverly Rogers, Procurement Officer

Telephone: (601) 477-5615

E-mail: Beverly.Rogers@ess.ms.gov

GENERAL INSTRUCTIONS

Section 1 – Background, Authority, and Purpose

Ellisville State School (hereinafter “Agency”) has issued this invitation for the purpose of soliciting sealed bids from qualified providers to provide Plumbing Services. The Agency would like assistance in providing qualified and experienced Plumbing Services for the Main Campus, located at 1101 Highway 11 South, Ellisville, MS 39437, and its adjoining employee housing (across HWY 11).

Section 2 – Timeline

IFB Issue Date	April 25, 2025
Optional Pre-Bid Conference, Tour or Site Visit	NONE
Anticipated Posting of Summary of the Pre-Bid Conference	N/A
Bid Package Submission Deadline	May 27, 2025, 9:00 AM, CST
Bid Opening	May 28, 2025, 10:00 AM, CST
Anticipated Date of the <i>Notice of Intent to Award</i>	May 28, 2025, 11:00 AM, CST
Anticipated Reconsideration of the Intent to Award	June 4, 2025, 9:00 AM, CST
Anticipated Contract Start	July 3, 2025

Section 3 – Contact and Questions/Requests for Clarification

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

Beverly Rogers, Procurement Officer
Telephone: (601) 477-5615
E-mail: Beverly.Rogers@ess.ms.gov

3.2 Vendors should enter “IFB RFx Number **3160007360**- Questions” as the subject for the email. Question submittals should include a reference to the applicable IFB section and be submitted in the format shown below:

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

3.3 Official responses will be provided only for questions submitted as described above and only to clarify information already included in the IFB. The identity of the organization submitting the question(s) will not

be revealed. All questions and answers will be published on the Mississippi Contract/Procurement Opportunity Search Portal website (www.ms.gov/dfa/contract_bid_search/Bid?autoloadGrid=False) and the agency's website (www.ess.ms.gov/request-proposals-projects-and-services) as an amendment to the IFB by the date and time reflected in Section 2.

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

3.5 All vendor communications regarding this IFB must be directed to the Bid Coordinator/Procurement Officer. 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 doing business in the State.

3.6 ~~Optional Pre-Bid Conference, Tour, or Site Visit:~~ ~~An optional pre-bid conference will be held at Ellisville State School Maintenance Building Conference Room. All interested parties are required to attend. The purpose of the pre-bid conference is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bid documents. Because the agency considers the conference to be critical to understanding the bid requirements, attendance is mandatory to qualify as a bidder. Late arrivals will not be allowed to sign in nor shall their bid be considered. All risk of late arrival due to unanticipated delay is entirely on the vendor. All vendors are urged to take the possibility of delay into account. Late arrivals may be excluded from the meeting room until all on time attendees have completed sign in and the sign-in sheet is secured. Once the sign-in process is complete, all other people wishing to attend may do so to the extent that space and circumstances allow. On time attendance will be strictly enforced. Vendors must stay for the duration of the conference, tour, or site visit. A Summary of Pre-Bid Conference, Tour, or Site Visit will be published on the Mississippi Contract/Procurement Opportunity Search Portal website (See Section 3.3) and the agency's website (See Section 3.3) as an amendment to the IFB by the date and time reflected in Section 2.~~

3.7 Acknowledgement of Amendments: Should an amendment to the IFB be issued, it will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency's website in a manner that all bidders will be able to view. Further, bidders must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid package, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment should be received by the agency by the time, date, and at the place specified for receipt of bids. It is the bidder's sole responsibility to monitor the websites for any updates or amendments to the IFB.

3.8 Bidder must provide a signed Acknowledgements of IFB Amendment(s), Questions and Answer document(s), and/or Summary of Pre-Bid Conference, Tour, or Site Visit, if any were issued/posted on the Mississippi Contract/Procurement Opportunity Search Portal website (see Section 3.3) and the agency's website (see Section 3.3).

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

Section 4 – Scope of Work

Contractor shall perform and complete in a timely and satisfactory manner the services described in Attachment "H", captioned "Scope of Work", which is attached hereto and made a part hereof by reference. The scope of work is from the procurement Invitation for Bids **3160007360** which was issued by the Agency and incorporated herein by reference.

- 4.1.1 State Furnished Property/Services:** The Agency shall provide use of large equipment when necessary, such as use of a Bucket Truck, Scaffolding, and Table Saws.
- 4.1.2 Contractor-Furnished Property:** The Contractor shall furnish its workers with a suitable vehicle equipped with tools necessary to perform tasks as indicated in "Scope of Work", and all Personal Protective Equipment (PPE). The vehicle must be clearly marked with the name and phone number of the Contractor.
- 4.1.3 Location of Work:** The work is to be performed, completed, and managed at the following location(s): Ellisville State School, Main Campus, located at 1101 Highway 11 South, Ellisville, MS 39437 and its adjoining Employee Housing.

4.2 The Contractor shall:

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

but not limited to the replacement of any cracked or broken concrete (sidewalks, curbs, etc.) caused by on-site activities. 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 Contractor shall make such investigations to enable them to fully understand the facilities, difficulties, and restrictions attending the execution of the work on-site. The project shall 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 Contractor shall be responsible for the supervision and direction of the work performed by its personnel. The Contractor shall be responsible for instructing its personnel in all safety measures. All equipment used by the Contractor shall be maintained in safe operating condition at all times and be free from defects or wear that may in any way constitute a hazard to any person or persons on state property. All incidents involving agency property or personnel shall be reported to the designated agency contact immediately upon occurrence.

4.2.10 Abide by all State and/or agency policies, procedures, ordinances, and/or laws pertaining to the Contracting Agency's operation at all times, including but not limited to the items listed above. Deviations from these policies by the Contractor or its personnel will not be tolerated and will be considered grounds for contract termination.

4.2.11 Perform all services provided in the contract between the bidder/Vendor and the Contracting Agency in accordance with customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agents. The Contractor shall be responsible for the complete performance of all work; for the methods, means, and equipment used; and for furnishing all materials, tools, apparatus, and property of every description used in connection therewith. No statement within this IFB shall negate compliance with any applicable governing regulation. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail, and that only first quality materials and workmanship are to be used.

4.3 Contractors shall also:

4.3.1 Administer and maintain all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by state, federal, and local laws such as social security and withholding taxes for their business and employees;

4.3.2 Make all unemployment compensation contributions as required by federal and state law(s) and process claims as required for their business and employees;

4.3.3 Perform a background check and/or drug screening prior to placement 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** All bids will be reviewed first to determine whether a vendor is responsive, responsible, and/or acceptable. Requirements are not assigned a point percentage and/or score but are instead simply recorded as PASS or FAIL. Bids with errors that do not alter the substance of the bid can be accepted, and the Agency Chief Procurement Officer may allow the bidder to correct the problem prior to review as long as the irregularities are insignificant mistakes that can be waived or corrected without prejudice to other bidders.
- 5.2** The agency has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for the agency to properly evaluate the bid, the agency has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.
- 5.3** All bids which are determined to be responsive, responsible, and/or acceptable will continue on to the price bid or cost evaluation. The lowest cost bid will receive the maximum 100 points allocated to cost. The point allocations for cost on the other bids will be evaluated according to the following formula: Price of the lowest responsive and responsible bid divided by the price of the responsive and responsible bid being rated times the maximum 100 points allocated for cost equal the awarded points.
- 5.4** The agency intends to award one (1) contract to provide the services described in this IFB to the lowest responsible and responsive bidder.

Section 6 – Minimum Bidder Qualifications

The vendor must have:

- 6.1 Prior Experience:** Contractor must have been in business and provided services similar in requirements and scale to those described in this IFB for a minimum of five (5) years.
- 6.2 Required Certification, Accreditation, and/or Licenses:** Contractor shall provide 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 Contractor 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 contractor must possess and maintain the minimum vendor certifications, accreditations, and/or licensures described in this IFB, by way of illustration and not limitation, the following:
1. A business license valid in the State of Mississippi
 2. A professional license or certificate in the field of Plumbing Services.
- 6.3** A minimum score of six (6) on the Reference Score Sheet (Attachment D) from reference interviews by agency staff with two (2) bidder references (for a total minimum scoring requirement of twelve (12) points), as well as all other requirements of this IFB.

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

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

Section 7 – Duration

The estimated period of performance of any contract resulting from this IFB is tentatively scheduled to begin on or about **July 3 2025**, and to end on **June 30, 2026**. 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).

Section 8 – Bid Submission Requirements

8.1 Submission Format

8.1.1 Bid Cover Sheet (Attachment A)

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

8.1.3 References (Attachment C) - each bidder must furnish a listing of **at least** three (3) trade references along with the contact person, address, and phone number for each. These references must be familiar with the bidder's abilities in the areas involved with this solicitation. Agency staff will use these references to determine the bidder's ability to perform the services. It is the responsibility of the bidder to ensure that the reference contact information is correct and current. Agency staff will not track down references. Bidders should verify before submitting their bid that the contact person and phone number are correct for each reference. **Agency staff must be able to reach two (2) references for a bidder within two (2) business days of bid opening to be considered responsive. Further, the bidder must score a minimum of six (6) points on each Reference Score Sheet which will be used by the agency staff when interviewing the two (2) references (for a total minimum scoring requirement of twelve (12) points) to be considered responsive and/or responsible.** (See Section 6.5 and Attachments C and D.) Only bidders who are found responsive and/or responsible will have their bids considered. Bidder may submit as many references as desired. Agency staff will begin contacting references at the top of the list and will continue down

the list until they have completed Reference Score Sheets for two (2) references. After two (2) score sheets are completed, the reference check process will end.

8.2 Submission Requirements

- 8.2.1** The signed original bid package, one copy of the signed original bid package.
- 8.2.2** The sealed envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bids (10:00 AM CST, May 28, 2025; IFB Number 3160007360). Bids are subject to rejection unless submitted with the information included on the outside the sealed bid envelope or package.

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

IFB for Plumbing Services
IFB RFX Number 3160007360
Opening Date: 10:00 AM CST, May 28, 2025
Ellisville State School
Attention: Beverly Rogers, Procurement Officer
1101 Highway 11 S
Ellisville, Mississippi 39437
SEALED BID – DO NOT OPEN

- 8.2.4** All bid packages must be received by the agency no later than 9:00 AM CST, May 27, 2025. Bids submitted via facsimile (fax) machine **will not** be accepted. It is suggested that if a bid is mailed to the agency, it should be posted in certified mail with a return receipt requested. The agency will not be responsible for mail delays or lost mail. All risk of late arrival due to unanticipated delay – whether delivered by hand, U.S. Postal Service, courier or other delivery service or method – is entirely on the vendor. All vendors are urged to take the possibility of delay into account when submitting a bid.
- 8.2.5** Timely submission of the bid package is the responsibility of the bidder. Bids received after the specified time will be rejected and maintained unopened in the procurement file. A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it has been determined by the agency that the late receipt was due solely to mishandling by the agency after receipt at the specified address.
- 8.2.6** The time and date of receipt will be indicated on the sealed bid envelope or package by agency staff. The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.
- 8.2.7** Each page of the bid form and all attachments shall be identified with the name of the bidder.
- 8.2.8** Failure to submit a bid on the bid form provided will be considered cause for rejection of the bid. **Modifications or additions to any portion of the bid document may be cause for rejection of**

the bid. The agency reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive.

8.2.9 Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the IFB Exception(s) form, **Attachment G**. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part. The bid must contain a high degree of acceptance of contract terms and conditions listed in **Attachment E and F** of this IFB.

8.2.10 A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. The agency reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the agency of non-responsiveness based on the submission of nonconforming terms and conditions.

8.2.11 As a precondition to bid acceptance, the agency may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

8.2.12 Any bidder claiming that its response contains information exempt from the Mississippi Public Records Act (Miss. Code Ann. §§ 25-61-1 *et seq.* and 79-23-1), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption.

Section 9 – Bidder Certification

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

Section 10 – Debarment

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

Section 11 – Registration with Mississippi Secretary of State

By submitting a bid, the Contractor certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by the agency that it has been selected for contract award.

Section 12 – Insurance, Bonds, or Other Sureties

12.1 Each successful 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 Insurance or Fidelity Bond insurance** with third party liability coverage and minimum limits of \$1,000,000.00
- 12.1.4** In addition to the mandatory insurance requirements in Section 12.1.1, Contracting Agencies may require successful Vendors to maintain the following types of insurance. Each Contracting Agency will determine the specific coverage limits based on the nature and scope of work:
- 12.1.4.1.1 Automobile Liability Insurance** covering all vehicles, owned or otherwise, used in the contract work with limits of \$1,000,000.00 for injuries, including accidental death to any person and subject to the same limit for each person for any one accident involving two or more persons; and,
 - 12.1.4.1.2 Automobile Property Damage Insurance** covering all property damage by automobile with limits of \$1,000,000.00 for all property damage by automobile.
 - 12.1.4.1.3 Pollution Liability Insurance** with limits of \$1,000,000.00 per occurrence for bodily injury, property damage, and environmental damage caused by accidental discharges of chemicals or pollutants.

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** Contractor shall submit to Agency within fourteen (14) days of notification of intent to award, a certificate of insurance and/or bond which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within a fourteen (14) day period may be cause for your bid to be declared non-responsive or for your contract to be cancelled.
- 12.2.5** Contractor shall obtain at Contractor's expense the insurance and/or bond requirements specified in the procurement and contract prior to performing under this Contract, and Contractor shall maintain the required insurance and/or bond coverage throughout the duration of this Contract and all warranty periods. There are no provisions for exceptions to this requirement.
- 12.2.6** Contractor shall not commence work under this contract until it obtains all insurance and/or bond required under this provision and furnishes a certificate or other form showing proof of

current coverage to the State. After work commences, the Contractor will keep in force all required insurance and/or bond until the contract is terminated or expires.

- 12.2.7** Contractor shall submit renewal certificates as appropriate during the term of the contract.
- 12.2.8** Contractor shall instruct the insurers to provide the Agency with thirty (30) days advance notice of any insurance cancellation.
- 12.2.9** Contractor 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

Bid opening will be open to the public; however, this will include opening, reading, and listing the name of each bidder and the bid price of each bid only. No discussions will be entered into with any bidder as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening.

Section 14 – Award Notification

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

Section 15 – Procurement Methodology

15.1 Restrictions on Communications with Agency and Agency Staff

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

15.2 Bidder Investigations

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

15.3 Expenses Incurred in Preparing Bid

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

15.4 Independent Price Determination

By submitting a bid, the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid. The prices quoted shall be inclusive of, but not limited to the following: [all required labor; all required equipment/material; all required insurance, bond, or other surety; all required overhead; all required profit; all required vehicles; all required fuel and mileage; all required labor and supervision; all required training; all required business and professional licenses, certifications, fees, or permits; and, any and all other costs]. All pricing should include all associated costs with no additional or hidden fees.

15.5 Rejection of Bids

A bid response that includes terms and conditions that do not conform to the terms and conditions in the IFB document is subject to rejection as non-responsive. Further, submission of a bid form that is not complete and/or signed is subject to rejection as non-responsive. The agency reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the agency staff of non-responsiveness based on the submission of nonconforming terms and conditions. Furthermore, if a bidder's price is substantially higher than those of other bidders, meaning those in excess of a twenty-five percent (25%) differential, the bidder's price will be deemed non-responsive.

15.6 Withdrawal of Bids

If the price bid is substantially lower than those of other bidders, a mistake may have been made. A bidder may withdraw its bid from consideration if certain conditions are met:

- (1) The bid is submitted in good faith;
- (2) The price bid is substantially lower than those of other bidders because of a mistake;
- (3) The mistake is a clerical error, not an error of judgment; and,
- (4) Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

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

A bidder may also withdraw a bid, prior to the time set for the opening of bids, by simply making a request in writing to the agency. No explanation is required.

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

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

15.7 Post-Award Vendor Debriefing

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

For additional information regarding Post-Award Vendor Debriefing, as well as the information that may be provided and excluded, please see Section 7-113 through 7-113.07, Post-Award Vendor Debriefing, of the *PPRB OPSCR Rules and Regulations* as updated and replaced by PPRB.

15.8 Protests

Any actual or prospective bidder who is aggrieved in connection with this solicitation or the outcome of this IFB may file a protest with the Bid Coordinator, Beverly Rogers. The protest shall be submitted within seven (7) calendar days of notification of the contract award or on or before **11:00 AM CST, June 04, 2025**, in writing after such an aggrieved person or entity knows or should have known of the facts giving rise thereto. The written protest letter shall contain an explanation of the specific basis for the protest. All protests must be in writing, dated, signed by the bidder or an individual authorized to sign contracts on behalf of the protesting bidder, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The protesting bidder must provide facts and evidence to support the protest. A protest is considered filed when received by Beverly Rogers, Procurement Officer via either U.S. mail, postage prepaid, or by personal delivery. Protests filed after **11:00 AM CST, June 04, 2025**, will not be considered.

Section 16 – Required Contract Terms and Conditions

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

Section 17 – Optional Contract Terms and Conditions

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

Section 18 – Agency Website(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) and on the Mississippi Contract/Procurement Opportunity Search Portal website(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 9:00 AM CST, May 27, 2025.

PLEASE MARK YOUR ENVELOPE:

IFB for Plumbing Services

IFB RFX Number 3160007360

Opening Date: 10:00 AM CST, May 28, 2025

Ellisville State School

Attention: Beverly Rogers, Procurement Officer

1101 Highway 11 South

Ellisville, Mississippi 39437

SEALED BID – DO NOT OPEN

Name of Company: _____

Quoted By: _____

Signature: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax Number: _____

E-Mail Address: _____

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

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

What year did your company start? _____

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

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

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

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms. _____

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

List all licenses or permits your company possesses that are applicable to performing the services required in this IFB. _____

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

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

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

Attachment B

BID FORM

Company	Contact Person	Telephone Number

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

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

All pricing to provide General Maintenance Workers to perform Plumbing Services should include all associated costs for the items with no additional or hidden fees.

Unit Description	Hourly Rate Per Worker
Standard Hourly Rate Per Plumber	\$
After Hours / Overtime Rate Per Plumber	\$
On-Call Hourly Rate per Plumber	\$
Weekend / Overtime Rate Per Plumber	\$
Holiday Rate Per Plumber	\$

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

1. That 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 E and F);
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 the submission date;
6. The Contractor represents that its workers are licensed, certified and possess the requisite credentials to Plumbing Services and,
7. **NON-DEBARMENT:** By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.
8. **INDEPENDENT PRICE DETERMINATION:** The bidder certifies that the prices submitted in response to the solicitation have been arrived independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid/offered.
9. **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES:** The prospective contractor represents as a part of such Contractor's bid that such Contractor *has not* retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
10. **REPRESENTATION REGARDING CONTINGENT FEES:** Contractor represents that it *has not* retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Contractor's bid.
11. **REPRESENTATION REGARDING GRATUITIES:** Contractor represents that it has not violated, is not violated, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *PPRB OPSCR Rules and Regulations*.

Company Name: _____

Printed Name of Representative: _____

Date: _____

Signature: _____

Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

Attachment C

REFERENCES

Bidder may submit as many references as desired by submitting as many additional copies of Attachment C, References, as deemed necessary. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, bidders are encouraged to submit additional references to ensure that at least two references are available for interview. Agency staff must be able to contact two references within two (2) business days of bid opening to be considered responsive or no later than **May 30, 2025, 4:00 PM CST**.

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

IFB **3160007360**

IFB for Plumbing Services

TO BE COMPLETED BY AGENCY STAFF ONLY

Company Name: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Service From/To Dates: _____

Able to provide plumbing services when you called?	Yes	No
Satisfied with the plumbing services provided? If no, please explain.	Yes	No
Vendor easy to work with in scheduling plumbing services?	Yes	No
Was the plumbing services completed on time and within budget?	Yes	No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here ____.)	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend them?	Yes	No

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

Score: Pass/Fail

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

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

Notes: _____

Called by: _____
Signature Title Date

Attachment E

REQUIRED CLAUSES FOR SERVICE CONTRACTS RESULTING FROM THIS IFB

1. Applicable Law: The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of 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 Contractor defaults on any obligations under this Agreement, contractor shall pay to Ellisville State School all costs and expenses, without limitation, incurred by Ellisville State School 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 Ellisville State School be obligated to pay attorneys' fees or legal costs to Contractor.
4. Authority To Contract: Contractor 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, or other agreement of any kind: and,
 4. Notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
5. Availability of Funds: It is expressly understood and agreed that the obligation of Ellisville State School 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, Ellisville State School shall have the right upon ten (10) business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to Ellisville State School 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: Contractor understands that Ellisville State School is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in employment practices and provision of services.
7. Compliance with Laws: Contractor 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: Ellisville State School 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 Ellisville State School, by Contractor, Ellisville State School shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information – unless Contractor has previously indicated the information is not a trade secret or confidential commercial and financial information. Ellisville State School shall not be liable to the Contractor for disclosure of information required by court order or required by law.

9. Contract Assignment and Subcontracting: Contractor acknowledges that it was selected by Ellisville State School to perform the services required hereunder based, in part upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of Ellisville State School, which may, in its sole discretion, approve or deny without reason. Any attempted assignment of transfer of Contractor's obligations hereunder without such consent of Ellisville State School shall be null and void. Approval of a subcontract by Ellisville State School shall not be deemed to be an approval of the incurrence of any additional obligation of Ellisville State School. Subcontractors shall be subject to the terms and conditions of this agreement and to any conditions of approval that Ellisville State School may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
10. Contractor Personnel: The Agency shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the Agency reasonably rejects staff or subcontractor, Contractor shall provide replacement staff or subcontractor satisfactory to the Agency in a timely manner and at no additional cost to the Agency. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
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 the Mississippi Code Annotated §§ 25-61-1, *et seq.*
12. E-Payment: Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*
13. E-Verification: If applicable, Contractor 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. Contractor agrees to provide a copy of each verification upon request of Ellisville State School subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

The breach of this clause may subject Contractor 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 Contractor by an agency, department or governmental entity for the right to do business in Mississippi; or both. In the event of such termination, Contractor 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 Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the Agency or Contractor on the basis of draftsmanship or preparation hereof.
15. Failure to Deliver: In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the Agency, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that Ellisville State School may have.
16. Failure To Enforce Does Not Constitute Waiver: Failure by the Ellisville State School 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, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate Ellisville State School, 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 Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement.

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

19. Independent Contractor Status: Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for Ellisville State School. Nothing contained herein shall be deemed or construed by Ellisville State School, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the Ellisville State School and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of Ellisville State

School or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of Ellisville State School and Contractor.

Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of Ellisville State School. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of Ellisville State School, and Ellisville State School shall at no time be legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees.

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

20. Infringement Indemnification: Contractor warrants that the materials and deliverables provided to Ellisville State School under this agreement, and their use by Ellisville State School, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for Ellisville State School the right to continue using such items without additional cost to Ellisville State School. Should Contractor fail to obtain for Ellisville State School the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense.

In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require Ellisville State School to discontinue using such items, in which case Contractor will refund Ellisville State School the fees previously paid by Ellisville State School for the items the customer may no longer use, and shall compensate Ellisville State School 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 Ellisville State School to discontinue said use.

Scope of Indemnification: Provided that Ellisville promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, indemnify, and hold harmless Ellisville State School 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 Ellisville State School, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and Ellisville State School. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and Ellisville State School shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and Ellisville State School, which shall not be unreasonably withheld.

21. Insurance: Contractor represents that it will maintain the following insurance coverage. **Coverage is to include Ellisville State School as an additional insured.** A copy of the certificate must be provided to Ellisville State School before the commencement of service. Ellisville State School reserves the right to request from carriers, certificates of insurance (COI) regarding the required coverage. Insurance carriers shall be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance. At no time during this agreement should insurance lapse.

- a. **Workers Compensation** coverage as required by the State of Mississippi. The policy shall provide coverage for all states of operation that apply to the performance of scope of work.
- b. **Comprehensive General or Commercial Liability** – at least \$1,000,000.00 each occurrence for bodily injury, personal injury, accidental death, and property damage.
- c. **Employee Dishonesty or Fidelity Bond** insurance with third party liability coverage and with minimum limits of \$10,000.00.

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

- a. **Motor Vehicle Liability** insurance covering all vehicles, owned or otherwise, used in the contract work with limits of at least \$1,000,000.00 per occurrence for injuries including accidental death to any person and subject to the same limit for each person for any one accident involving two
- b. **Motor Vehicle Property Damage** insurance covering all property damage by motor vehicle with limits of at least \$1,000,000.00

- 22. **Surety Required:** A performance bond in the amount of 100 percent of the total contract price shall be required of the successful vendor to ensure satisfactory completion of the work. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi. In no event shall the requirement for the performance bond be waived.
- 23. **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.
- 24. **No Limitation of Liability:** Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractor's performance under this agreement.
- 25. **Non-Solicitation of Employees:** Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least twelve (12) months after this agreement terminates, unless mutually agreed to in writing by Ellisville State School and Contractor. 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.
- 26. **Paymode:** Payments by Ellisville State School using the State's accounting system (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 Contractor's choice. The Agency may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency. Invoices may be emailed to essaccountspayable@ess.ms.gov.
- 27. **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). Any Contractor responding to a solicitation for personal and professional services and any contractor doing business with a State Agency is deemed to be on notice of all requirements therein.
- 28. **Professional Certifications and Licenses:** Contractor shall provide official copies of all valid licenses and certificates required for performance of the work. The official copies shall be delivered to Ellisville State School no later than ten (10) business days after Contractor receives the Notice of Intent to Award from Ellisville State School. Current official

copies of licenses and certificates shall be provided to Ellisville State School 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).

29. Property Rights: Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that Ellisville State School may terminate this contract at any time for its own convenience.
30. Recovery of Money: Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to Ellisville State School, the same amount may be deducted from any sum due to the Contractor under this contract or under any other contract between the Contractor and Ellisville State School. The rights of Ellisville State School are in addition and without prejudice to any other right Ellisville State School may have to claim the amount of any loss or damage suffered by Ellisville State School on account of the acts or omissions of Contractor.
31. 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).
32. Representation Regarding Gratuities: Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Ellisville State School 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. Contractor further represents that no employee or former employee of Ellisville State School 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 Contractor. Contractor 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.
33. 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 and shall be available at Ellisville State School for examination, inspection, or reproduction by the public. The Contractor acknowledges and agrees that Ellisville State School 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.*
34. State Property: Contractor 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. Contractor will reimburse the State for any loss or damage, normal wear and tear, excepted.
35. Stop Work Order: Ellisville State School may, by written order to Contractor at any time, require Contractor 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 Ellisville State School. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to Ellisville State School. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless Ellisville State School has terminated that part of the agreement or terminated the agreement in its entirety. Ellisville State School is not liable for payment of services which were not rendered due to the stop work order.

36. Termination for Convenience:

Termination for Convenience. The Agency may, when the interests of the Agency so 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 Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination. Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If Ellisville State School gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, Ellisville State School may terminate the contract for default and the Contractor will be liable for the additional cost to Ellisville State School to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor 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.

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

Attachment F

OPTIONAL CLAUSES FOR USE IN SERVICE CONTRACTS RESULTING FROM THIS IFB

1. Authority of Signature: Contractor 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, Contractor 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 Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Agency and Contractor.

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

3. Copyrights: Contractor agrees that the rights and title to any copyrightable material first produced under this agreement belongs to Agency. Contractor hereby grants to Agency a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted or copyrightable 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 Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others.
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 Contractor 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 Contractor as Confidential: Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be

subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. The services to be provided, the unit prices and overall price to be paid, and the term 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, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the 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 Contractor:
Email: ess.contracts@ess.ms.gov	[email]
Beverly Rogers, Procurement Officer	[Name, Title]
Ellisville State School	[Contractor Name]
1101 Highway 11 South	[Address]
Ellisville, MS 39437	[City, State, Zip]

8. **Ownership of Documents and Work Papers:** Agency shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project, which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to Agency upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from Agency and subject to any copyright protections.
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. For examples, see **Exhibit 1.** (Be sure and attach)
10. **Quality Control:** Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in

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

11. Record Retention and Access to Records: **Contractor** shall maintain such financial records and other records as may be prescribed by the Agency or by applicable federal and state laws, rules, and regulations. Provided Contractor is given reasonable advance written notice, and such inspection is made during normal business hours of contractor, the Agency or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's book, documents, papers, and/or records which are relevant to the agreement. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.
12. Requirements Contract: During the period of the contract, Contractor shall provide all services described in the contract. Contractor understands and agrees that this is a requirements contract and that the Agency shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the Agency for the period of the contract. The amount is only an estimate, and Contractor understands and agrees that the Agency is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the Agency may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.
13. Right to Audit: Contractor shall maintain such financial records and other records as may be prescribed by the Agency or by applicable federal and state laws and regulations. Contractor 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: Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.
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 G

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**Invitation to Bid for Plumbing Services
IFB Exception(s)**

Bidder taking exception to any part or section of the solicitation shall indicate such exceptions on the table below. If no exceptions are taken, then the Bidder shall state in this section "No Exceptions Taken." Failure to indicate any exception will be interpreted as the Bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

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

Attachment H
Scope of Work
IFB for Plumbing Services

Ellisville State School is recruiting a plumber to serve as the master plumber for the agency. Work is comprised of all phases of the plumbing craft including but not limited to underground water & sewer infrastructure repair/maintenance, indoor water & sewer piping/appurtenances maintenances, lift stations, lagoon sewage treatment equipment maintenance, food service equipment maintenance, steam lines, and various other duties. Especially important is the knowledge of operating a backhoe/front end loader. 811 locating duties. Other duties as assigned.

Master plumber shall use their own service truck with all necessary tools needed for services to be performed, such as (Ex – shovels, probing rods, torches, small hand tools, drills, gloves, hard hat, and etc.) The agency shall furnish all large tools, (EX – front end loader, underground pipe locaters, sewer tapes, drum sewer machine, ladders and etc.)

The hourly rate will depend on experience/certifications/lowest proposal. Documented experience and/or appropriate licensing, and significant heavy commercial and or institutional experience are preferred.

Knowledge of diesel power sewer jetting machine a plus!

Contractual Employee position will be 40 hours per week and weekends/nights/holidays as needed.

Ellisville State School is an Equal Opportunity Employer MFHV

Exhibit 1: Sample Solicitation Language for Price Adjustments

***This language is not required for use in any solicitation.*

*Where an Agency chooses to include a Price Adjustment clause, only one of the clauses below (or a single Price Adjustment clause crafted by the Agency) should be utilized. ***

Price Adjustment Due to Unanticipated Market Disruptions

A price adjustment may be allowed in the event unanticipated market disruptions occur such that the [unit prices] bid by the Contractor in response to [the solicitation] are no longer viable for the provision of services required by [the Agency]. The Contractor shall provide a market analysis regarding the viability of the originally bid rates and rates the Contractor contends would be viable under the current market conditions. The Contractor shall also provide any other support for the request for a price adjustment required by [the Agency]. [The Agency] has the sole discretion to determine whether a price adjustment will be allowed, the amount of the price adjustment, and the duration of the price adjustment. Any price adjustment made under this provision shall be limited to only that which is required to accommodate the precipitating market disruption. Under no circumstances shall a price adjustment result in the adjusted [unit prices] exceeding 110% of the original [unit price]. (For example, an original [unit price] of \$100.00 could be increased up to, but not to exceed, \$110.00 under this clause.) No price adjustment will be allowed other than as described in this paragraph. When preparing [bids, proposals, qualifications] Offerors shall assume no such price adjustment will occur during the life of the contract. Any approval of a price adjustment shall be contained in a duly executed written amendment to this Contract.

Price Adjustment to Account for Inflation

A price adjustment may be allowed which does not exceed the lesser of either 5% or the annual increase in the Consumer Price Index for all Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics. Any such price adjustment will be effective only once per 12-month period, on the anniversary of the contract start date. If the CPI-U is a negative number, no adjustment in price shall be allowed. A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating any price adjustment relative to later contract years. The Contractor shall provide any support for the request for a price adjustment required by [the Agency]. [The Agency] has the sole discretion to determine whether a price adjustment will be allowed. No price adjustment will be allowed other than as described in this paragraph. Any approval of a price adjustment shall be contained in a duly executed written amendment to this Contract.

Price Adjustment for Variation of Need in an Indefinite Quantity, Unit Price Contract

This is an indefinite quantity contract. The volume of services specified in the [solicitation] is an estimate based on past history. No guarantee is made with regard to the volume of services the Agency will need under this contract. A volume-based price adjustment will be allowed when there is a fluctuation in the demand for services under this contract which exceeds 10%. Where that fluctuation represents an increase of more than 10% in the need for services, the [unit price] shall be decreased by 5%. Where that fluctuation represents a decrease of more than 10% in the need for services, the [unit price] shall be increased by 5%. In no event shall this price adjustment constitute a guarantee of minimum payment. Payment will only be made for services rendered on an as-needed basis by [the Agency]. No price adjustment will be allowed other than as described in this paragraph.