ELLISVILLE STATE SCHOOL

INVITATION FOR BIDS

IFB 2026-9 RFx Number: 3160008229
Master Electrician Services

Issue Date:
September 2, 2026

CLOSING DATE and TIME:
Bids must be received by:
October 05, 2026, AT 4:30 p.m. CST

Ellisville State School
Administration Building 1
1101 Highway 11 South
Ellisville, Mississippi 39437

BID COORDINATOR:
Armendia Pierce
Telephone: (601) 477-5615
E-mail: Armendia.Pierce@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 vendors to provide **Master Electrician Services.** The Agency would like assistance in providing qualified and experienced Electrical Services for the Main Campus, located at 1101 Highway 11 South, Ellisville, MS 39437, and its adjoining employee housing (across HWY 11).
The Agency requires ongoing Electrical Services that will include but are not limited to, overhead distribution, system maintenance, street lighting, electrical distribution equipment maintenance, (up to 1,200 amps), motor wiring, control system maintenance associated with large HVAC systems up to 120 tons, sewage treatment equipment maintenance, control systems, telephone wiring, generators up to 400Kv, phone systems, commercial laundry equipment maintenance, and the repair of small equipment. Especially important is the knowledge of the maintenance and service of fire alarm systems. Minor systems involved include 120V secondary systems and the repair of the electrical portion of commercial refrigeration equipment. 811 locating duties. Other duties as assigned relating to Electrical Services.

Section 2 – Timeline

IFB Issue Date	September 2, 2026
Optional Pre-Bid Conference	September 17, 2026, 10:00 AM, CST
Deadline for Submission of Written Questions from Bidders	September 17, 2026, 4:30 PM, CST
Anticipated Posting of Summary of the Pre-Bid Conference/Question and Answers Amendment to the Solicitation	September 18, 2026, 4:30 PM, CST
Bid Package Submission Deadline	October 5, 2026, 4:30 PM, CST
Bid Opening	October 6, 2026, 10:00 AM, CST
Anticipated Date of the *Notice of Intent to Award*	October 9, 2026, 10:00 AM, CST
Anticipated Reconsideration of the Intent to Award	October 16, 2026, 4:30 PM, CST
Anticipated Contract Start	January 7, 2027

Section 3 – Questions or Requests for Clarification

3.1 Please email all questions to Armendia Pierce at armendia.pierce@ess.ms.gov.

3.2 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.

3.3 All vendor communications regarding this IFB must be directed to the Bid Coordinator/Procurement Officer. Any questions or requests for clarification must be submitted in writing. 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.

3.4 Pre-Bid Conference (optional):

An optional pre-bid conference will be held at 10:00 AM on Thursday, September 17, 2026 at the Ellisville State School Maintenance Conference Room. Any party interested in responding to the solicitation is urged to attend. The purpose of the pre-bid conference is to allow potential offerors an opportunity to present questions to staff and obtain clarification of the requirements of the solicitation document.

3.5 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.

3.6 Cancellation of Solicitation or Rejection of Individual Bids

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

3.7 Contract Rights

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

3.10 Property Rights

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

Section 4 – Scope of Work

The Awarded Contractor shall perform and complete in a timely and satisfactory manner the services described in **Attachment J**, captioned **Scope of Work**, which is attached hereto and made a part hereof 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 other equipment.

4.1.2 Contractor-Furnished Property: The Awarded 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 Awarded 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 Awarded Contractor shall:

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

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

4.2.3 All state facilities are non-smoking; the Awarded 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 Awarded Contractor's employees should refrain from using foul, abusive, or profane language on state property.

4.2.6 The Contracting Agency reserves the right to inspect and search all Awarded Contractor's 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 Awarded Contractor or Awarded Contractor's personnel to any person(s) and/or property. The Awarded 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 Awarded 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 Awarded Contractor shall be responsible for the supervision and direction of the work performed by its personnel. The Awarded Contractor shall be responsible for instructing its personnel in all safety measures. All equipment used by the Awarded 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 the Contracting Agency's 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 The Awarded Contractor 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: Awarded 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 Awarded 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 Awarded 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 Electrician 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 specified time, without delay or interference;
3. the character, integrity, reputation, judgment, experience, and efficiency of the bidder; and,
4. the quality of performance of previous contracts or services.

Section 7 – Duration

The estimated period of performance of any contract resulting from this IFB is tentatively scheduled to begin on or about January 6, 2027, and to end on June 30, 2027, 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 conduct a search for references. Bidders should verify before submitting their bid that the contact person and phone number are correct for each reference. **Agency staff must be able to reach two (2) references for a bidder within two (2) business days of bid opening to be considered responsive.**

8.1.4 Certifications & Assurances (Attachment E) completed and signed

8.1.5 Release of Bid as Public Record (Attachment F) completed and signed

8.2 Submission Requirements

All bids must be received by **October 5, 2026 at 4:30 pm CST**. Late bids will be rejected and remain unopened in the procurement file. Ellisville State School will not be responsible for delivery delays, lost packages, misdirected emails, or other errors. A Vendor may submit its bid in one of two ways:

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, October 6, 2026; IFB Number **RFx 3160008229).** 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 2026-9 for Electrician Services
IFB 2026-9 RFx Number 3160008229
Opening Date: October 6, 2026 at 10:00 a.m.
Ellisville State School
Attention: Armendia Pierce, 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 **October 5, 2026 at 4:30 pm CST**. Bids submitted via facsimile (fax) machine **will not** be accepted. It is suggested that if a bid is mailed to the agency, it should be posted in certified mail with a return receipt requested. The agency will not be responsible for mail delays or lost mail. All risk of late arrival due to unanticipated delay – whether delivered by hand, U.S. Postal Service, courier or other delivery service or method – is entirely the responsibility of 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 Agency 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 I**. 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 H and G** 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 pre-condition to bid acceptance, the Agency may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

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

Section 9 – Bidder Certification

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

Section 10 – Debarment

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

Section 11 – Registration with Mississippi Secretary of State

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

Section 12 – Insurance, Bonds, or Other Sureties

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

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

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

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

12.2 Additionally:

12.2.1 In no event shall the requirement for an insurance, bond, or other surety be waived.

12.2.2 All insurances policies shall list **Ellisville State School** as an additional insured.

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

12.2.4 Awarded 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 cause the accepted bid to be declared non-responsive or for the awarded contract to be cancelled.

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

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

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

12.2.9 Awarded Contractor shall ensure that should any of the above-described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance and/or bond coverage(s), that written notice will be delivered to the Agency Chief Procurement Officer.

12.2.10 There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance and/or bond coverage(s) to 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 the Contract by Agency.

Section 13 – Bid Opening

Bids shall be opened in the presence of one or more Agency officials on the date and time designated in the IFB. Bids should ***not*** be opened publicly. The name of each bidder and such other information as is deemed appropriate by the Agency shall be recorded. This information shall be available to the public via the *Mississippi Public Records Act of 1983*.

Section 14 – Award Notification

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

Section 15 – Procurement Methodology

15.1 Restrictions on Communications with Agency and Agency Staff

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

15.2 Bidder Investigations

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

15.3 Expenses Incurred in the Procurement Process

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

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

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

15.4 Independent Price Determination

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

15.5 MINOR INFORMALITIES AND IRREGULARITIES

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

15.6 Rejection of Bids

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

15.7 Withdrawal of Bids

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.

15.8 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, Debriefing, of the *PPRB OPSCR Rules and Regulations* as updated and replaced by PPRB.

Section 16 – Required Contract Terms and Conditions

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

Section 17 – Optional Contract Terms and Conditions

Any contract entered into with the Contracting Agency pursuant this IFB may have at the discretion of the Contracting Agency, the optional clauses found in Attachment H and those within the *PPRB OPSCR Rules and Regulations* as updated and replaced by PPRB. The Contracting 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 **October 5, 2026 at 4:30 pm CST**.

PLEASE MARK YOUR BID PACKAGE:

SEALED BID – DO NOT OPEN
10:00 AM Opening 10.06.2026

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 the Agency seeking to contract for services pursuant to this IFB: _____

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

What year was your company started? _____

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

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

If your company is not physically located within the vicinity, how will you supply Electrical 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 Electrical 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 Electrical Services in the past two years? _____
_____

What is the largest customer your company has provided Electrical 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 workers to perform Electrical 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 Worker (40 Hours per week) Monday-Friday 7:00 a.m.-3:30 p.m.	$
After Hours /Weekend/Overtime Rate Per Worker	$
Holiday Rate Per Worker	$

Company Representative Title: _____

Company Representative signature: _____

Date: _____

Attachment C

REFERENCES

REFERENCE 1

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 2

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 3

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

Attachment D
References Score Sheet
RFx 3160008229
IFB for Master Electrician 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 Electrician services when you called?	Yes	No
Satisfied with the Electrician services provided? If no, please explain.	Yes	No
Vendor easy to work with in scheduling Electrician services?	Yes	No
Were the Electrician 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:
Certifications & Assurances

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

1. That they have thoroughly read and understand the Invitation for Bids and Attachments thereto;

2. That the company meets all requirements and acknowledges all certifications contained in the Invitation for Bids and Attachments thereto;

3. That the company agrees to all provisions of the Invitation for Bids and Attachments thereto including, but not limited to, the Required and Optional Clauses to be included in any contract resulting from this IFB (Attachments G and H);

4. That the company will perform the services required at the prices quoted above.

5. That, to the best of knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date;

6. The Contractor represents that its workers are licensed, certified and possess the requisite credentials to do Electrician 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. **CERTIFICATION OF 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 any consultation, communication, or agreement with any other bidder or competitor for the purpose of restricting competition.

9. **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. If the contractor cannot make such a representation, a full and complete explanation shall be submitted in writing to the Agency prior to contract execution.

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

Printed Name of Representative: _____

Date: _____

Signature: _____

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

Attachment F
RELEASE OF BID AS PUBLIC RECORD

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

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

Choose one:

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

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

Name: _____

Signature: _____ Date: _____

Please include in Bid Package when submitting

Attachment G

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 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 its 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 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 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
(3) 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 is 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. Contractor 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. Contractor 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 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 create 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 State School 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. Contractors 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:

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

- *Workers' Compensation* as required by the laws of the State of Mississippi;
- *Comprehensive General Liability or Professional General Liability* with minimum limits of $1,000,000.00 per occurrence; and,
- *Employee Dishonesty Insurance or Fidelity Bond Insurance* with third-party liability coverage and with minimum limits of $500,000.00.

b. All insurance policies shall list Ellisville State School as an **additional insured** and, upon request, the Contractor shall provide copies of any insurance documentation to Ellisville State School.

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

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

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 (Supplier Self-Registration) 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 Electrician.

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 Contingent Fees: Contractor represents that it has not retained any person or agency 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. If the contractor cannot make such a representation, a full and complete explanation shall be submitted in writing to the Agency prior to contract execution.

33. 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.

34. 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*.

35. 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.

36. 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.

37. TERMINATION:

Termination for Convenience. The Agency may, when the interests of the Agency require, terminate this contract in whole or in part, for the convenience of the Agency. The Agency shall give written notice of the termination to 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 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.

38. 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 H

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 terms of the contract shall not be deemed a trade secret of confidential commercial or financial information.

6. Force Majeure: Each party shall be temporarily excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond 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 fault.

7. Notices: All notices required or permitted to be given under this agreement must be in writing and personally delivered/emailed/sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when received or when refused. The parties agree to promptly notify each other in writing of any change of address/email.

For the Agency:	For Contractor:
Email: ess.contracts@ess.ms.gov	**[email]**
Armendia Pierce, 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.

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 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 has 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. Contractors 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 I

RFx 3160008229

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 J
Scope of Work

Awarded Contractor shall provide services, that will include but are not limited to, overhead distribution, system maintenance, street lighting, electrical distribution equipment maintenance, (up to 1,200 amps), motor wiring, control system maintenance associated with large HVAC systems up to 120 tons, sewage treatment equipment maintenance, control systems, telephone wiring, generators up to 400Kv, phone systems, commercial laundry equipment maintenance, and the repair of small equipment. Especially important is the knowledge of the maintenance and service of fire alarm systems. Minor systems involved include 120V secondary systems and the repair of the electrical portion of commercial refrigeration equipment. 811 locating duties. Other duties assigned relating to Electrical Service, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Provide all labor, required to provide Electrician Services. The Contracting Agency shall provide a helper as needed to the individual performing services on behalf of the Awarded Contractor.

2. Perform services during normal working hours five (5) days a week, eight (8) hours a day, unless otherwise directed by the Contracting Agency. Start time and end time shall be determined by the Maintenance Director.

3. Provide Services as needed after hours, on weekends and holidays.

4. Ensure the Contracting Agency possesses names and telephone numbers for Awarded Contractor representatives who can be contacted in the event of an emergency, including after normal working hours.

5. Ensure any individuals providing Services on Awarded Contractor's behalf sign in and out of the Maintenance Building and ensure such sign-in and sign-out times are included on any invoice as well as the name of the Electrician.

6. Report the existence of any defective equipment, controls, instruments, and/or accessories which may require replacement or repair to the Contracting Agency. Report shall include identification, location and description of the defective item, and nature of the defect.

7. Supply all necessary hand tools needed for Services to be performed, such as; meters, small hand tools, drills, gloves, hard hats, safety harness, etc.). The Contracting Agency shall furnish all large tools; such as bucket trucks, service trucks, hot sticks, ladders, etc.). The Contracting Agency will provide electricity as well as water, and will not supply storage for Awarded Contractor or be liable for any items or materials belonging to the Awarded Contractor.

8. Maintain the cleanliness of any areas at which Services are provided, clearing any such location of any Awarded Contractor-caused residue, debris, material, empty cans or boxes, tools, equipment, etc. at the end of each day on which Services are provided.

9. Advise the Contracting Agency immediately of any damage to the Contracting Agency's property or personnel, and ensure prompt remediation of any such damage.

10. Comply with all security procedures required by the Contracting Agency.

11. Avoid disturbing any papers on desks, opening any desk drawers or cabinets or otherwise disturbing or using Contracting Agency's office equipment without advanced approval.

12. Ensure any individuals providing Services on the Awarded Contractor's behalf undergo a criminal background check and the expense of the Awarded Contractor.

13. Ensure the expertise in Electrical Services of all individuals providing Services on Awarded Contractor's behalf.

14. Provide all required licensure for Awarded Contractor and all individuals providing Services on Awarded Contractor's behalf.

15. Take necessary precautions when handling hazardous waste or contaminants and otherwise assume responsibility for the health, safety and protection for all individuals providing Services on Awarded Contractor's behalf, including any and all applicable OSHA guidance.

16. Ensure the safety of Persons' Served of the Contracting Agency, the Contracting Agency's Staff, including cordoning off working areas as necessary, ensuring no hazards are posed by the Services, reporting job site hazards and reporting any employee illnesses or COVID-19 symptoms prior to arrival.

17. Ensure all individuals providing Services on the Awarded Contractor's behalf wear any appropriate protective gear as well as masks positioned over the nose and mouth, to the extent required by the Contracting Agency and any applicable law or executive orders.

18. Comply with all instructions issued and provide any additional and related Electrician Services requested by the Contracting Agency.

Awarded Contractor shall:

19. Assign an Awarded Contractor's Account Representative to work directly with the Contracting Agency's Representative.

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

21. All state facilities are non-smoking; the Awarded Contractor and its personnel must adhere to this requirement. The use of tobacco products is prohibited, except within designated smoking areas.

22. It is illegal to have in one's possession any illegal drug or alcoholic beverage while on state property.

23. The Awarded Contractor's employees should refrain from using foul, abusive, or profane language on state property.

24. The Contracting Agency reserves the right to inspect and search all Awarded Contractor personnel and/or vehicles anytime while on facility grounds.

25. Awarded Contractors are required to sign-in and sign-out at most state facilities. Security provisions for all state facilities must be strictly observed.

26. Be responsible for all damages and shall be held responsible for replacing or repairing any damage due to negligence on the part of the Awarded Contractor or Awarded Contractor personnel to any person(s) and/or property. The Awarded Contractor shall replace and repair any damage to any building or property, including but not limited to the replacement of any cracked or broken concrete (sidewalks, curbs, etc.) caused by on-site activities. Contracting Agency may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property.

27. Exercise precautions at all times for the protection of persons (including employees) and property. The Awarded Contractor shall make such investigations to enable them to fully understand the facilities, difficulties, and restrictions attending the execution of the work on-site. The project shall at all times be properly supervised and adequately manned by an experienced crew of appropriate size. All work shall be accomplished by skilled workers familiar with and trained to do this type of work. Workers shall be qualified to operate and/or use the equipment necessary to accomplish this work. The Awarded Contractor shall be responsible for the supervision and direction of the work performed by its personnel. The Awarded Contractor shall be responsible for instructing its personnel in all safety measures. All equipment used by the Awarded 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 Contracting Agency contact immediately upon occurrence.

28. 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 Awarded Contractor or its personnel will not be tolerated and will be considered grounds for contract termination.

29. 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 Awarded 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.

Awarded Contractors shall also:

30. 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;

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

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

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

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

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

On the 2 day of Sept 2026

On the 9 day of Sept 2026

On the _____ day of _____ 2026

On the _____ day of _____ 2026

Affiant

Sworn to and subscribed before me on this 9 day of September, A.D., 2026.

Notary Public

STATE OF MISSISSIPPI
LAKYN PRINCE
NOTARY PUBLIC
Jones County
Commission Expires
March 3, 2030
COMMISSION NUMBER 498338

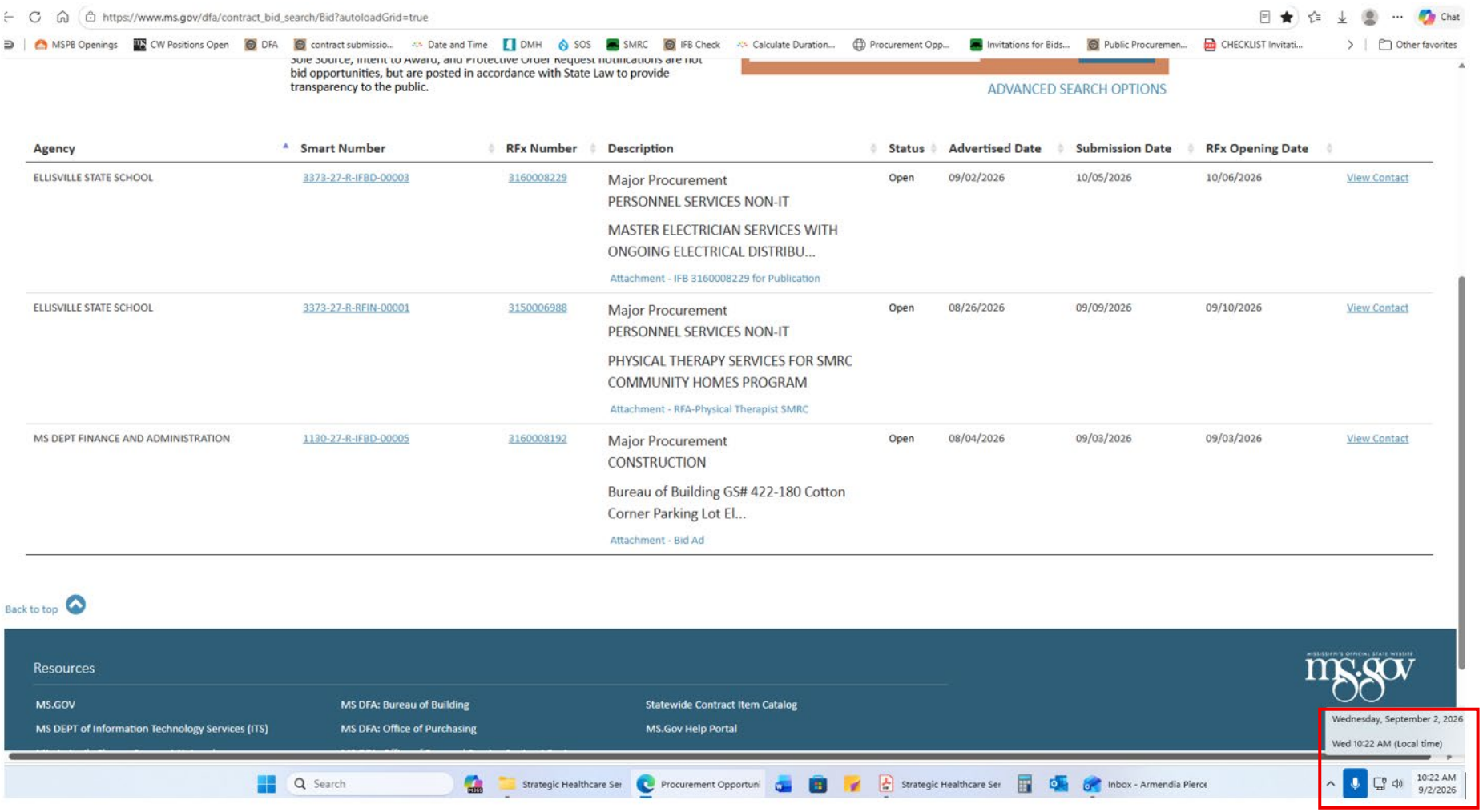
Ellisville State School (hereinafter the "Agency") has issued this Invitation for Bid (IFB) No. 2026-9 (RFx# 3160008229) for the purpose of receiving sealed bids from qualified providers to provide Master Electrician Services. Electrician Services to be performed on the Main Campus located at 1101 Highway 11 South, Ellisville, MS 39437. The Agency requires ongoing Electrician Services that will include but are not limited to, overhead distribution, system maintenance, street lighting, electrical distribution equipment maintenance, (up to 1,200 amps), motor wiring, control system maintenance associated with large HVAC systems up to 120 tons, sewage treatment equipment maintenance, control systems, telephone wiring, generators up to 400Kv, phone systems, commercial laundry equipment maintenance, and the repair of small equipment. Especially important is the knowledge of the maintenance and service of fire alarm systems. Minor systems involved include 120V secondary systems and the repair of the electrical portion of commercial refrigeration equipment. 811 locating duties. Other duties as assigned relating to Electrical Service. An optional Pre-Bid Conference will be held at 10:00 am, September 17, 2026, at Ellisville State School 1101 Highway 11 South, Ellisville, MS 39437, in the Maintenance Building Conference Room.

Detailed specifications of RFx# 3160008229, along with required bid documents may be obtained by contacting Armendia Pierce, Procurement Officer at (601) 477-5615, armendia.pierce@ess.ms.gov, located at Ellisville State School,1101 Highway 11 South, Ellisville, MS 39437 and on the Mississippi Contract Opportunity website, www.ms.gov/dfa/contract_bid_search/contract and on the Ellisville State School's website, www.ess.ms.gov/request-proposals-projects-and-services, and South Mississippi Regional Center website, www.smrc.ms.gov/invitations-bids.

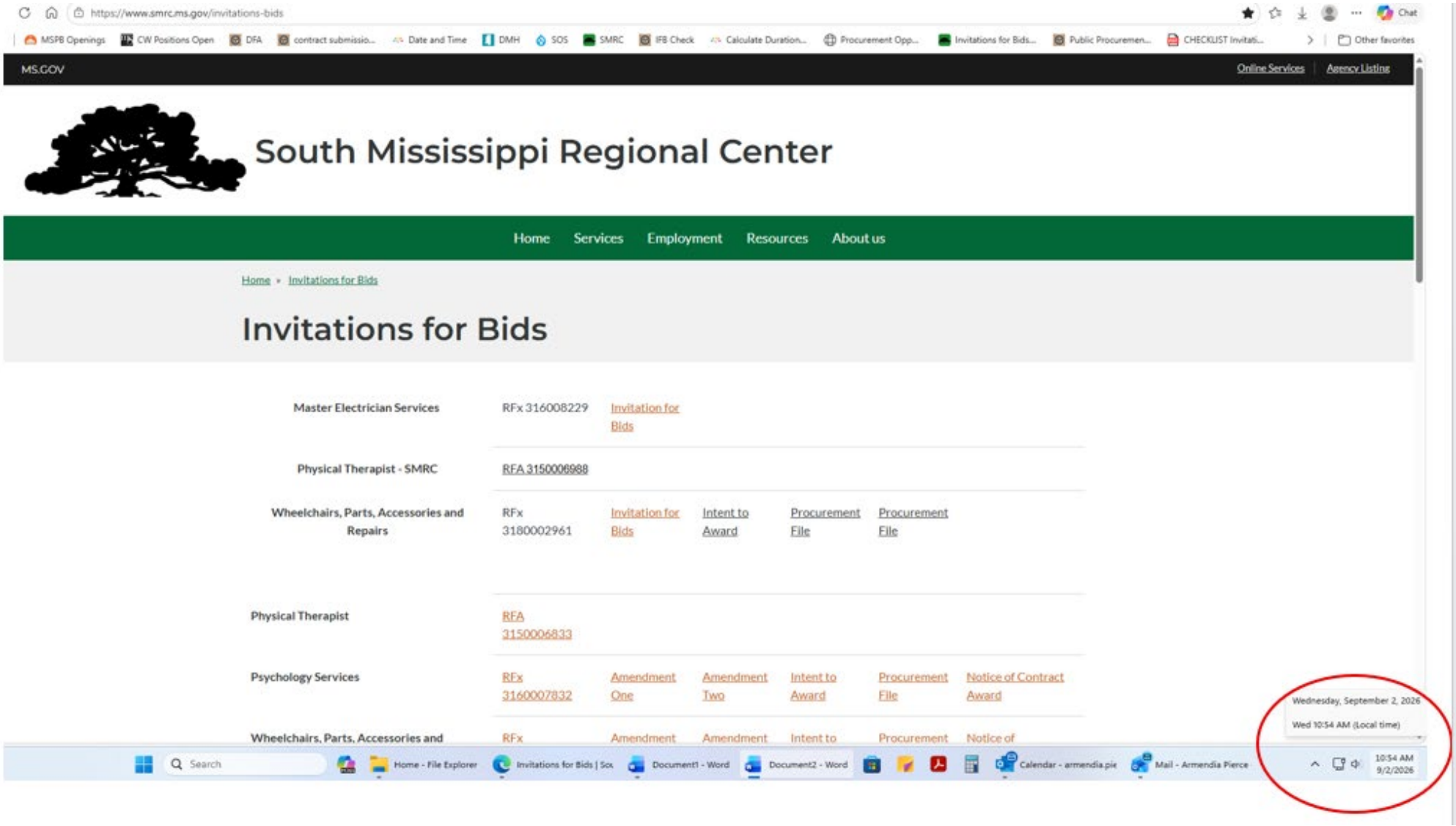
The deadline for bids to be submitted is no later than 4:30pm CST, October 5, 2026. Bids received after this time and date will not be considered. It is the sole responsibility of the bidder to ensure bids have been received by the deadline.

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

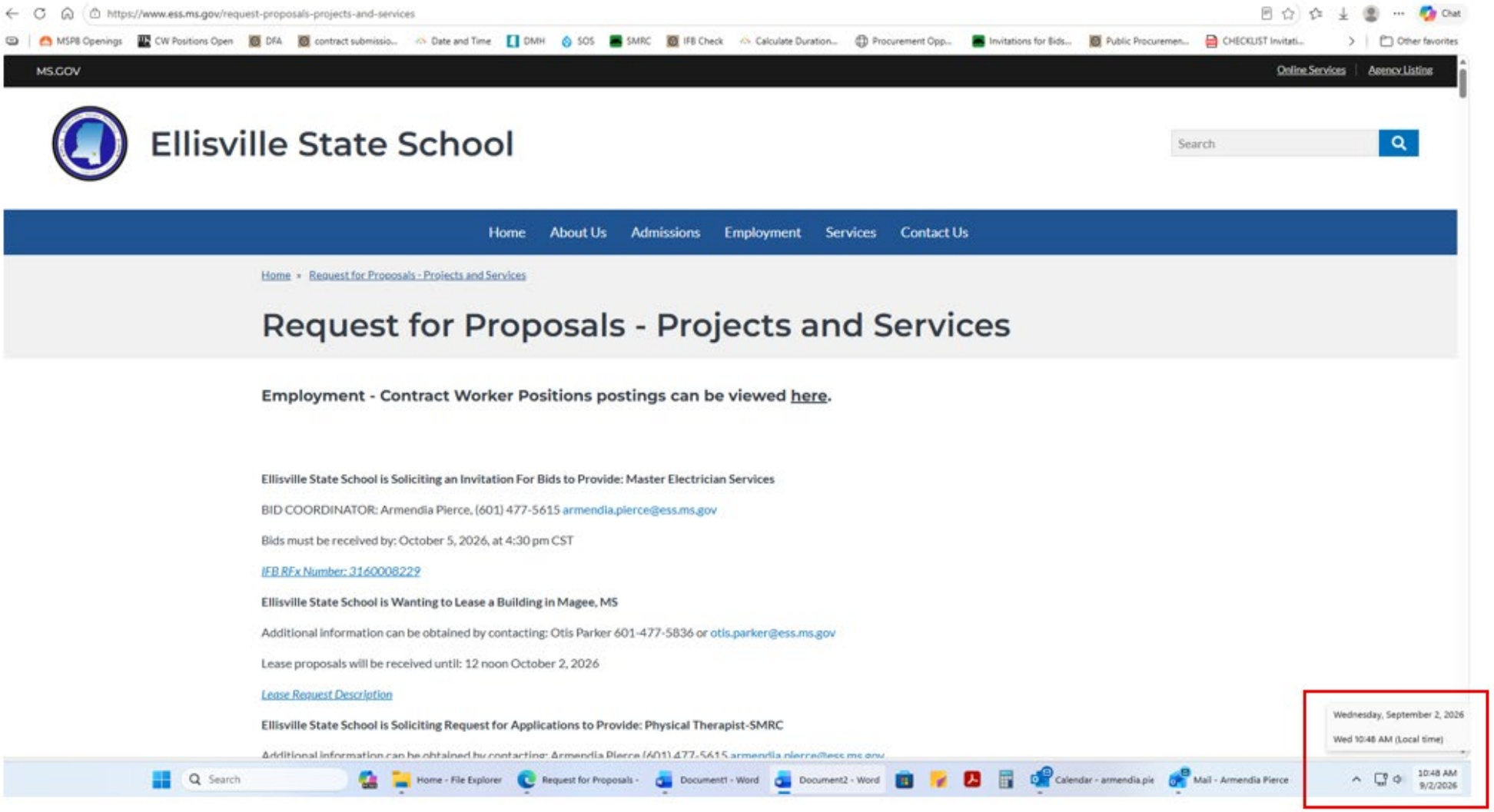
Publish September 2 and 9, 2026


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MSPB Openings
CW Positions Open
DFA
contract submissio...
Date and Time
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SMRC
IFB Check
Calculate Duration...
Procurement Opp...
Invitations for Bids...
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CHECKLIST Invitati...
Other favorites
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bid opportunities, but are posted in accordance with State Law to provide transparency to the public.
ADVANCED SEARCH OPTIONS
Agency
Smart Number
RFx Number
Description
Status
Advertised Date
Submission Date
RFx Opening Date
ELLISVILLE STATE SCHOOL
3373-27-R-IFBD-00003
3160008229
Major Procurement
PERSONNEL SERVICES NON-IT
MASTER ELECTRICIAN SERVICES WITH ONGOING ELECTRICAL DISTRIBU...
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3373-27-R-RFIN-00001
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Major Procurement
PERSONNEL SERVICES NON-IT
PHYSICAL THERAPY SERVICES FOR SMRC COMMUNITY HOMES PROGRAM
Attachment - RFA-Physical Therapist SMRC
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Major Procurement
CONSTRUCTION
Bureau of Building GS# 422-180 Cotton Corner Parking Lot El...
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Back to top
Resources
MS.GOV
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MS DFA: Bureau of Building
MS DFA: Office of Purchasing
Statewide Contract Item Catalog
MS.Gov Help Portal
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Wednesday, September 2, 2026
Wed 10:22 AM (Local time)
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Strategic Healthcare Ser
Inbox - Armendia Pierce
10:22 AM
9/2/2026

Screenprint of SMRC Website posting 02Sept26



Screenprint of ESS Website Posting of ESS Master Electrician IFB #3160008229



Outlook

Ellisville State School: Invitation For Bids (IFB 2026-9) ESS Master Electrician Services RFx 3160008229 DOLEAC ELECTRIC

From Armendia Pierce <armendia.pierce@ess.ms.gov>
Date Wed 9/2/2026 9:00 AM
To VND-Electrician Mark Doleac <markd@doleac.com>
Cc Lindsay Welch <Lindsay.Welch@ess.ms.gov>

1 attachment (600 KB)
IFB-ESS Master Electrician Services Rfx 3160008229 V31AUG2026.pdf;

Ellisville State School: Invitation For Bids (IFB 2026-9) ESS Master Electrician Services RFx 3160008229 DOLEAC ELECTRIC

For: Doleac Electric

Good morning, Mr. Doleac

Ellisville State School (ESS) is conducting a solicitation for Master Electrician Services.

Please see the attached IFB packet .

As stated in the packet, if there is any item that is unclear in the packet, please contact me because State code prohibits contact between potential bidders/bidders and any other ESS staff.

We appreciate your consideration of this opportunity.

Best regards,

Armendia Pierce
Procurement Officer
Ellisville State School/South Mississippi Regional Center
1101 Hwy 11 South
Ellisville, MS 39437
601-477-5615

Outlook

Ellisville State School: Invitation For Bids (IFB 2026-9) ESS Master Electrician Services RFx 3160008229 WEAVER ELECTRIC

From Armendia Pierce <armendia.pierce@ess.ms.gov>
Date Wed 9/2/2026 9:01 AM
To VND-Electrician Scott Smith <scottsmith@weaverelectric.us>
Cc Lindsay Welch <Lindsay.Welch@ess.ms.gov>

1 attachment (600 KB)
IFB-ESS Master Electrician Services Rfx 3160008229 V31AUG2026.pdf;

Ellisville State School: Invitation For Bids (IFB 2026-9) ESS Master Electrician Services RFx 3160008229 WEAVER ELECTRIC

For: Weaver Electric

Good morning, Mr. Smith

Ellisville State School (ESS) is conducting a solicitation for Master Electrician Services.

Please see the attached IFB packet .

As stated in the packet, if there is any item that is unclear in the packet, please contact me because State code prohibits contact between potential bidders/bidders and any other ESS staff.

We appreciate your consideration of this opportunity.

Best regards,

Armendia Pierce
Procurement Officer
Ellisville State School/South Mississippi Regional Center
1101 Hwy 11 South
Ellisville, MS 39437
601-477-5615

Outlook

Ellisville State School: Invitation For Bids (IFB 2026-9) ESS Master Electrician Services RFx 3160008229 CRIMSON ELECTRIC

From Armendia Pierce <armendia.pierce@ess.ms.gov>
Date Wed 9/2/2026 9:01 AM
To VND-Electrician JP Tynes-Jimmy <jptynes15@gmail.com>
Cc Lindsay Welch <Lindsay.Welch@ess.ms.gov>

1 attachment (600 KB)
IFB-ESS Master Electrician Services Rfx 3160008229 V31AUG2026.pdf;

Ellisville State School: Invitation For Bids (IFB 2026-9) ESS Master Electrician Services RFx 3160008229 CRIMSON ELECTRIC

For: Crimson Electric

Good morning, Mr. Tynes

Ellisville State School (ESS) is conducting a solicitation for Master Electrician Services.

Please see the attached IFB packet .

As stated in the packet, if there is any item that is unclear in the packet, please contact me because State code prohibits contact between potential bidders/bidders and any other ESS staff.

We appreciate your consideration of this opportunity.

Best regards,

Armendia Pierce
Contracts Analyst
Ellisville State School*/South Mississippi Regional Center*
1101 Hwy 11 South
Ellisville, MS 39437
601-477-5615

Ellisville State School-IFB No. 2026-9

Registry of Bidders-RFx#3160008229 ESS Master Electrician

Vendor	Method Informed of Receipt	Email Address	Date Informed	Contact Name	Contact Phone #	Date Bid Received	Time Received	Method of Submittal	Ranked
Crimson Electric	Email	jptynes15@gmail.com	10/5/2026	James P. Tynes	6014773568	10/2/2026	10:30 AM	Physical	1

Attachment A

BID COVER SHEET

Bids are to be submitted as listed below, on or before **October 5, 2026 at 4:30 pm CST**.

PLEASE MARK YOUR BID PACKAGE:

SEALED BID – DO NOT OPEN
10:00 AM Opening 10.06.2026

Name of Company: Crimson Electrical Contractors, Inc.

Quoted By: James P. Tynes

Signature: J. P. Tynes

Address: 579 Airport Road

City/State/Zip: Prentiss, MS 39474

Telephone: 601-441-3568

Fax Number:

E-Mail Address: Crimsonelectricalinc@gmail.com

Name and phone number of Company Representative to be contacted by the Agency seeking to contract for services pursuant to this IFB: James Tynes-601-606-9330

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

What year was your company started? 2001

How many years has the firm been in business of performing the services called for in this IFB? 32

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation.
579 Airport Rd.
Prentiss, MS 39474

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

N/A

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

No

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

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

Master Electrician
MS State Board of Contractors

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

1

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

Ellisville State School

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

Journeyman electrician with 20 years experience in residential, commercial and industrial electrical jobs.

Attachment B
BID FORM

Company	Contact Person	Telephone Number
Crimson Electrical Contractors, Inc.	James P. Tynes	601-606-9330

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 workers to perform Electrical 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 Worker (40 Hours per week) Monday-Friday 7:00 a.m.-3:30 p.m.	$ 91.50
After Hours /Weekend/Overtime Rate Per Worker	$ 111.63
Holiday Rate Per Worker	$ 111.63

Company Representative Title: President
Company Representative signature: J P Tynes
Date: 10/01/26

Crimson Electrical

Attachment C

REFERENCES

REFERENCE 1

Name of Company: Ellisville State School
Dates of Service: 2021 - Present
Contact Person: Odis Parker
Address: 1101 Hwy. 11 South
City/State/Zip: Ellisville, MS 39437
Telephone Number: 601-477-5836
Cell Number:
E-mail:
Alternative Contact Person (optional):
Telephone Number:
Cell Number:
E-mail:

REFERENCE 2

Name of Company: Mitchco Construction, Inc.
Dates of Service: 2020 - 2024
Contact Person: Chad Mitchell
Address: 1061 Jackson Road
City/State/Zip: Hattiesburg, MS 39402
Telephone Number: 601-602-8404
Cell Number: 601-606-7955
E-mail: chad@mitchcoconstruction.com
Alternative Contact Person (optional):
Telephone Number:
Cell Number:
E-mail:

REFERENCE 3

Name of Company: PierCon, Inc.
Dates of Service: 2015 - 2023
Contact Person: Keith Conerly
Address: 23 Liberty Place
City/State/Zip: Hattiesburg, MS 39402
Telephone Number: 601-264-7437
Cell Number: 601-606-7901
E-mail: dennispierce.com
Alternative Contact Person (optional):
Telephone Number:
Cell Number:
E-mail:

Crimson Electrical

Attachment E:
Certifications & Assurances

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

1. That they have thoroughly read and understand the Invitation for Bids and Attachments thereto;

2. That the company meets all requirements and acknowledges all certifications contained in the Invitation for Bids and Attachments thereto;

3. That the company agrees to all provisions of the Invitation for Bids and Attachments thereto including, but not limited to, the Required and Optional Clauses to be included in any contract resulting from this IFB (Attachments G and H);

4. That the company will perform the services required at the prices quoted above.

5. That, to the best of knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date;

6. The Contractor represents that its workers are licensed, certified and possess the requisite credentials to do Electrician 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. **CERTIFICATION OF 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 any consultation, communication, or agreement with any other bidder or competitor for the purpose of restricting competition.

9. **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. If the contractor cannot make such a representation, a full and complete explanation shall be submitted in writing to the Agency prior to contract execution.

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

Printed Name of Representative: James P. Tynes

Date: 10/01/26

Signature: J P Tynes

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

Crimson Electrical

Attachment F
RELEASE OF BID AS PUBLIC RECORD

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

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

Choose one:

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

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

Name: James P. Tynes

Signature: J P Tynes Date: 10/01/26

Please include in Bid Package when submitting

Crimson Electrical

Attachment I

RFx 3160008229
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.				

"No exceptions taken."

Attachment G

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 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 its 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 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 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

(3) 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 is 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. Contractor 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. Contractor 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 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 create 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 State School 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. Contractors 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:

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

- *Workers' Compensation* as required by the laws of the State of Mississippi;
- *Comprehensive General Liability or Professional General Liability* with minimum limits of $1,000,000.00 per occurrence; and,
- *Employee Dishonesty Insurance or Fidelity Bond Insurance* with third-party liability coverage and with minimum limits of $500,000.00.

b. All insurance policies shall list Ellisville State School as an **additional insured** and, upon request, the Contractor shall provide copies of any insurance documentation to Ellisville State School.

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

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

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 (Supplier Self-Registration) 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 Electrician.

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 Contingent Fees: Contractor represents that it has not retained any person or agency 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. If the contractor cannot make such a representation, a full and complete explanation shall be submitted in writing to the Agency prior to contract execution.

Crimson Electrical

33. 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.

34. 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*.

35. 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.

36. 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.

37. TERMINATION:

Termination for Convenience. The Agency may, when the interests of the Agency require, terminate this contract in whole or in part, for the convenience of the Agency. The Agency shall give written notice of the termination to 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 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.

38. 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.

Crimson Electrical

Attachment H

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 terms of the contract shall not be deemed a trade secret of confidential commercial or financial information.

6. Force Majeure: Each party shall be temporarily excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond 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 fault.

7. Notices: All notices required or permitted to be given under this agreement must be in writing and personally delivered/emailed/sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when received or when refused. The parties agree to promptly notify each other in writing of any change of address/email.

For the Agency:	For Contractor:
Email: ess.contracts@ess.ms.gov	**[email]**
Armendia Pierce, 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.

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 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 has 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. Contractors 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 J
Scope of Work

Awarded Contractor shall provide services, that will include but are not limited to, overhead distribution, system maintenance, street lighting, electrical distribution equipment maintenance, (up to 1,200 amps), motor wiring, control system maintenance associated with large HVAC systems up to 120 tons, sewage treatment equipment maintenance, control systems, telephone wiring, generators up to 400Kv, phone systems, commercial laundry equipment maintenance, and the repair of small equipment. Especially important is the knowledge of the maintenance and service of fire alarm systems. Minor systems involved include 120V secondary systems and the repair of the electrical portion of commercial refrigeration equipment. 811 locating duties. Other duties assigned relating to Electrical Service, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Provide all labor, required to provide Electrician Services. The Contracting Agency shall provide a helper as needed to the individual performing services on behalf of the Awarded Contractor.

2. Perform services during normal working hours five (5) days a week, eight (8) hours a day, unless otherwise directed by the Contracting Agency. Start time and end time shall be determined by the Maintenance Director.

3. Provide Services as needed after hours, on weekends and holidays.

4. Ensure the Contracting Agency possesses names and telephone numbers for Awarded Contractor representatives who can be contacted in the event of an emergency, including after normal working hours.

5. Ensure any individuals providing Services on Awarded Contractor's behalf sign in and out of the Maintenance Building and ensure such sign-in and sign-out times are included on any invoice as well as the name of the Electrician.

6. Report the existence of any defective equipment, controls, instruments, and/or accessories which may require replacement or repair to the Contracting Agency. Report shall include identification, location and description of the defective item, and nature of the defect.

7. Supply all necessary hand tools needed for Services to be performed, such as; meters, small hand tools, drills, gloves, hard hats, safety harness, etc.). The Contracting Agency shall furnish all large tools; such as bucket trucks, service trucks, hot sticks, ladders, etc.). The Contracting Agency will provide electricity as well as water, and will not supply storage for Awarded Contractor or be liable for any items or materials belonging to the Awarded Contractor.

8. Maintain the cleanliness of any areas at which Services are provided, clearing any such location of any Awarded Contractor-caused residue, debris, material, empty cans or boxes, tools, equipment, etc. at the end of each day on which Services are provided.

9. Advise the Contracting Agency immediately of any damage to the Contracting Agency's property or personnel, and ensure prompt remediation of any such damage.

10. Comply with all security procedures required by the Contracting Agency.

11. Avoid disturbing any papers on desks, opening any desk drawers or cabinets or otherwise disturbing or using Contracting Agency's office equipment without advanced approval.

12. Ensure any individuals providing Services on the Awarded Contractor's behalf undergo a criminal background check and the expense of the Awarded Contractor.

13. Ensure the expertise in Electrical Services of all individuals providing Services on Awarded Contractor's behalf.

14. Provide all required licensure for Awarded Contractor and all individuals providing Services on Awarded Contractor's behalf.

15. Take necessary precautions when handling hazardous waste or contaminants and otherwise assume responsibility for the health, safety and protection for all individuals providing Services on Awarded Contractor's behalf, including any and all applicable OSHA guidance.

16. Ensure the safety of Persons' Served of the Contracting Agency, the Contracting Agency's Staff, including cordoning off working areas as necessary, ensuring no hazards are posed by the Services, reporting job site hazards and reporting any employee illnesses or COVID-19 symptoms prior to arrival.

17. Ensure all individuals providing Services on the Awarded Contractor's behalf wear any appropriate protective gear as well as masks positioned over the nose and mouth, to the extent required by the Contracting Agency and any applicable law or executive orders.

18. Comply with all instructions issued and provide any additional and related Electrician Services requested by the Contracting Agency.

Awarded Contractor shall:

19. Assign an Awarded Contractor's Account Representative to work directly with the Contracting Agency's Representative.

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

21. All state facilities are non-smoking; the Awarded Contractor and its personnel must adhere to this requirement. The use of tobacco products is prohibited, except within designated smoking areas.

22. It is illegal to have in one's possession any illegal drug or alcoholic beverage while on state property.

23. The Awarded Contractor's employees should refrain from using foul, abusive, or profane language on state property.

24. The Contracting Agency reserves the right to inspect and search all Awarded Contractor personnel and/or vehicles anytime while on facility grounds.

25. Awarded Contractors are required to sign-in and sign-out at most state facilities. Security provisions for all state facilities must be strictly observed.

26. Be responsible for all damages and shall be held responsible for replacing or repairing any damage due to negligence on the part of the Awarded Contractor or Awarded Contractor personnel to any person(s) and/or property. The Awarded Contractor shall replace and repair any damage to any building or property, including but not limited to the replacement of any cracked or broken concrete (sidewalks, curbs, etc.) caused by on-site activities. Contracting Agency may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property.

27. Exercise precautions at all times for the protection of persons (including employees) and property. The Awarded Contractor shall make such investigations to enable them to fully understand the facilities, difficulties, and restrictions attending the execution of the work on-site. The project shall at all times be properly supervised and adequately manned by an experienced crew of appropriate size. All work shall be accomplished by skilled workers familiar with and trained to do this type of work. Workers shall be qualified to operate and/or use the equipment necessary to accomplish this work. The Awarded Contractor shall be responsible for the supervision and direction of the work performed by its personnel. The Awarded Contractor shall be responsible for instructing its personnel in all safety measures. All equipment used by the Awarded 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 Contracting Agency contact immediately upon occurrence.

28. 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 Awarded Contractor or its personnel will not be tolerated and will be considered grounds for contract termination.

29. 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 Awarded 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.

Awarded Contractors shall also:

30. 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;

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

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

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