

# **INVITATION FOR BIDS**

IFB Number: **2020BSCMP**

## **Base Camps**

Issue Date: June 19, 2020

## **CLOSING LOCATION**

Mississippi Emergency

Management Agency

1 MEMA Drive Pearl MS 39208

## **BID COORDINATOR**

Edward Williams

Telephone: (601)933-6390

Fax: (601) 933-6630

E-Mail: [ewilliams@mema.ms.gov](mailto:ewilliams@mema.ms.gov)

Bids must be received by 2:00 p.m.,  
July 27, 2020

## SECTION 1

### 1.1 Bid Acceptance Period

The original and **two (2) copies** of the bid form, **three (3) copies** total, shall be signed and submitted in a sealed envelope or package to #1 MEMA Drive, Pearl MS 39208 no later than the time and date specified for receipt of bids. Timely submission of the bid form is the responsibility of the bidder. Bids received after the specified time shall be rejected and returned to the bidder unopened. The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bid. The time and date of receipt shall be indicated on the envelope or package by the Mississippi Emergency Management Agency (MEMA). Each page of the bid form and all attachments shall be identified with the name of the bidder. Failure to submit a bid on the bid form provided shall be considered just cause for rejection of the bid. Modifications or additions to any portion of the procurement document may be cause for rejection of the bid. The Mississippi Emergency Management Agency (hereinafter MEMA) reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, the MEMA 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.

#### 1.1.1 Timeline

- **Invitation for Bid (IFB) Issue Date:** **06/19/2020 & 06/26/2020**
- **Questions to OPSCR  
Deadline:** **07/13/2020, 5:00 p.m. CST**
- **Anticipated Posting of Writing Answers  
Questions:** **07/16/2020, 5:00 p.m. CST**
- **Bid Package Submission Deadline/Opening:** **07/27/2020, 2:00 p.m. CST**
- **Anticipated Notice of Intent to Award:** **07/29/2020, 5:00 p.m. CST**
- **Anticipated Post-Award Debriefing  
Request Date:** **08/03/2020, 5:00 p.m. CST**
- **Post-Award Debriefing Held by Date:** **08/06/2020, 5:00 p.m. CST**
- **Protest Deadline Date:** **08/10/2020, 5:00 p.m. CST**

#### 1.1.2 Late Submissions

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 is the only bid received, or it is received before award is made and was sent by registered or certified mail not later than the fifth (10) calendar day before the date specified for receipt of bids. It must be determined by the MEMA that the late receipt was due solely to mishandling by the MEMA after receipt at the specified address.

The only acceptable evidence to establish the date of mailing of a late bid is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Bidders

should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper.

The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

## **1.2 Expenses Incurred in Preparing Bid**

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

## **1.3 Bid Form**

All pricing must be submitted on the bid form (**Attachment B**). Failure to complete and/or sign the bid form may result in the bidder being determined nonresponsive.

### **1.3.1 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.

## **1.4 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 the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

## **1.5 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 or Federal government 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.

## **1.6 Additional Information**

Questions about the contract portions of the procurement document must be submitted in writing to Edward Williams at #1 MEMA Drive, Pearl MS 39208 fax (601) 933-6630 or [ewilliams@mema.ms.gov](mailto:ewilliams@mema.ms.gov). Questions concerning the technical portions of the procurement document should be directed to #1 MEMA Drive, Pearl MS 39208 fax (601) 933-6630 or [ewilliams@mema.ms.gov](mailto:ewilliams@mema.ms.gov). Bidders are cautioned that any statements made by contact persons that cause a material change to any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document. All questions and requests for clarifications must be submitted by the deadline specified in Section 1.1.1 and made in writing. The person submitting the question or request for clarification is responsible for its timely delivery. All questions, request for clarifications, and answers received by the deadline shall be published as an amendment on the Mississippi contract/procurement opportunity search portal and also on the agency website (<http://www.msema.org>) in a manner that all will be able to view by the deadline

specified in Section 1.1.1.

**1.7 Acknowledgement of Amendments**

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgement must be received by DFA by the time and at the place specified for receipt of bids.

**1.8**

Compensation for services will be in the form of a firm fixed-price agreement.

**1.9 Written Bids**

All bids shall be in writing.

**SECTION 2**

**2.1 Purpose**

MEMA is desirous of securing services to provide an emergency stand by contract for base camps during a state of emergency. Additional information may be obtained by written request from, Edward Williams, Purchasing Officer, MEMA, #1 MEMA Drive, Pearl, MS 39208, [ewilliams@mema.ms.gov](mailto:ewilliams@mema.ms.gov).

**Detailed Minimum Specifications:**

The scope of this contract calls for a primary contract commercial vendor as the primary source for the State of Mississippi to establish specified emergency crisis base camps providing total turn-key base camp support services inclusive of; 1) camp and subcontractor mobilization, 2) camp site preparation, 3) installation, 4) camp management and operation, and 5) camp demobilization as set forth herein. The contractor shall habituate all authorized camp occupants with temporary billeting structures, pole tents or frame tents, and other facilities with air conditioning and/or heating, and leveled hard floors, and providing for; 1) bedding & linens, 2) kitchens/meal services, 3) shower units, 4) laundries/service, 5) restrooms (toilets), 6) hand wash units, 7) “certificated” potable (drinking) water, 7) on-site removal of black and gray water and associated on-site sanitation systems, 8) power generation and camp lighting. The primary contract commercial vendor will be responsible for all requisite ablution equipment and commodity reordering necessary to support the camp including, but not limited to; 1) Kitchen/Food Services, 2) showers, 3) laundries, and 4) restrooms. The primary contract commercial vendor will be responsible for providing single standalone items that may be required for use at locations other than base camps including, but not limited to; 1) Kitchen/Food Services, 2) showers, 3) laundries, and 4) restrooms. The contractor shall provide services in compliance with the American with Disabilities Act.

The Mississippi Emergency Management Agency, SEOC Logistics Chief and Operations Chief reserves the right to estimate base camp populations at the time of release order award and throughout the duration of the release order for billing purposes scaled on a daily average basis as follows:

Services Provided	
Type I Support	(2001 + persons)
Type II Support	(1501-2000 persons)
Type III Support	(1001 - 1500 persons)
Type IV Support	(751 - 1000 persons)

Type V Support	(501-750 persons)
Type VI Support	(251-500 persons)
Type VII Support	(101-250 persons)
Type VIII Support	(0-100 persons)

## **SCHEDULE A - FACILITIES**

### **I. SITE LAYOUT**

The contractor shall provide campsite layout in accordance with spacing and implement erosion controls in accordance with EPA Protocol 883-91-100. The contractor shall perform all necessary site excavation to establish positive drainage and make site ready for placement of contractor provided equipment and assets. The contractor shall maintain campgrounds on a periodic basis to include brush clearing, grass and brush cutting.

### **II. FACILITIES OVERVIEW**

Contractor provided billeting shall be provided in commercially available climate controlled facilities which include floors, doors, lights, sleeping cots and fire extinguishers in accordance with ANSI Z.4.4, NFPA 102, CH 7,8 and 9 and NFPA 101. Such billeting shall be fully installed and ready for occupancy within 72 hours after release order. Changes to accommodate increases or decreases in camp population shall be completed within 24 days after notice provided by the Mississippi Emergency Management Agency Contracting Officer and the Unified Logistics Command Base Camp Coordinator.

Tents provided shall typically be one or two type pole tents or frame tents. Alternate structures, which meet or exceed these specifications, may be substituted with approval of the Mississippi Emergency Management Agency Contracting Officer and the Logistics Command Base Camp Coordinator. All billet facilities shall be installed in accordance with referenced codes and manufacturers approved engineering data. All structure engineering data shall be maintained on file in the project site office. Air movement within structures shall be in accordance with ANSI Z.4.1.4. Pole tents shall be supported with large center poles and side poles. Pole tents shall be anchored via double ropes and pins. The pins shall be driven into the earth 48" and the 5/8" diameter ropes have a tensile strength of 5000 pounds. The double anchor points shall be spaced 7'6" on center around the perimeter of the tent. Pole tents shall comply with Mississippi Fire Codes and the NFPA for Flame Retardancy and NFPA 701 Flame Retarding Fabric Requirements. Frame tents shall be membrane structures engineered by the manufacturer providing a clear and open span from side to side. These tents shall be supported via aluminum frame members and shall be anchored to the ground with 48" stakes or with 3/4" X 8" wedge bolts for concrete pavement locations. The primary commercial vendor shall issue a certificate of compliance with the proposal to demonstrate that frame tents shall be rated for a minimum Class C wind loads (70 mph) in accordance with ANSI/ASCE 7-93. Structures shall be in compliance with the following building code standards in the US: Uniform Building Code (UBC), Building Officials and Code Administrators (BOCA), Southern Building Code Congress International: Standard Building Code (SBCCI-SBC), and applicable Mississippi Building Codes. Frame tents shall meet or exceed Mississippi Code for Flame Retardancy and NFPA 701 Requirements. For privacy and to accommodate 24/7 work schedules, windows are not be required for membrane structures.

Flooring shall be comprised of 3/4" plywood or equivalent placed transversely on 4" X 6" stringers laid flat on the ground. Plywood shall be anchored via screws to prevent trip hazards. Alternate

structures, which meet or exceed these specifications, may be substituted with approval of the MEMA Logistics Command Base Camp Coordinator.

Flooring shall be placed within all interior portions of the tents to provide a firm level working or living area. Prior to placing floors on the ground, an entomology service shall be utilized to eliminate potential bug or insect hazards. Periodic screenings and repeat applications shall be provided as need to ensure inactivity.

Tent lighting shall be provided at a rate of 20-foot candles and will be placed on timers for blackout times to accommodate sleep schedules. All lights shall be NEC and UL listed for outdoor and wet conditions. Cell phone charging areas shall be provided throughout the tents.

Fire Extinguishers shall be provided for each individual structure (tent) and sized appropriately for its occupancy and rated for Type ABC fires. Special areas such as kitchens may require other rated type extinguishers appropriate for the specific location. All applicable Mississippi and NFPA codes and regulations will be strictly enforced throughout the base camp.

Sleeping cots shall be constructed of nylon and aluminum or equivalent and have a minimum 300 lb capacity. Pillow, blanket, sheets and pillowcases shall be provided with each cot. Cots shall be placed so each occupant has approximately 4 sq. ft. of personal space within the tent. This accommodates areas to store personal belongings. Steel bunk beds with mattresses may be provided at higher occupancy sites that have a limited amount of floor space. Storage boxes, lockers or shelving for personnel effects will be provided to ensure a neat, orderly environment.

### **III. ENVIRONMENTAL CONTROL UNITS (ECU)**

The contractor shall insure that all HVAC shall be provided for all structures in sufficient capacities to cool tented areas to approximately 72 degrees Fahrenheit from ambient temperatures of 95 degrees and heat to approximately 72 degrees Fahrenheit from ambient temperatures of 40 degrees. All mobile HVAC units shall be operated on a digital thermostat control.

### **IV. CAMP LIGHTING**

The contractor should provide sufficient night lighting shall be provided in the most commonly used base camp areas and around dining, shower and restroom areas to permit safe movement of personnel.

### **V. HAZARDOUS MATERIALS**

The contractor shall handle all hazardous substances and dispose of hazardous substances in accordance to governing laws and conditions. Trained and licensed personnel will handle all hazardous materials. Copies of all documents and manifests supporting such actions must be supplied to the Mississippi Emergency Management Agency Contracting Officer and the Logistics Command Base Camp Coordinator.

### **VI. CODE ADHERENCE**

The contractor is responsible for adherence to applicable local state, and federal building regulations and laws. Contractor shall be responsible for acquiring all permits and approvals for construction and installation services provided. The contractor shall be responsible for meeting manufacture recommended installation specifications. The contractor shall perform a local code review of the jurisdictional area where the camp is located and implemented any requirements determined to be

more stringent than the National Codes indicated in this statement of work. A written compliance report shall be provided to the Government upon completion of this code review within 15 days of release order.

## **VII. SAFETY STANDARDS**

The base camps shall be kept in compliance with applicable OSHA rules to include CFR 29, Part 1926, and all other local, state, and federal regulatory standards and conditions.

## **VIII. DAILY LOGS**

The contractor shall maintain daily logs with mapping and addresses of all base camps it is operating under the contract. Copies of the logs shall be provided to the Mississippi Emergency Management Agency Contracting Officer and the Logistics Command base Camp Coordinator.

## **IX. BADGE SYSTEM**

The prime contractor should furnish photo identification badges for all camp occupants and contractor employees requiring entry into the camp. Occupant identification will be used to access lodging, camp facilities and meals. These identification cards shall be displayed on the outer clothing at all times the occupants are within the camp.

## **X. BILLETING PERSONNEL ACCOUNTABILITY**

The prime contractor provides a method for determining personnel sleep locations within the base camp. The contractor shall provide appropriate billeting for the personnel assigned to the camp including but not limited to beds or cots to accommodate number of personnel assigned to camp. Separate areas for male/female and day/night shifts. HVAC provided in all structures. Each resident shall have access to his or her own individual locker that can accommodate a pad lock. Beds and or cots will be provided within each sleeping structure and include Linens, blankets and pillows. In accordance with ANSI 4.4, a minimum of 50 square feet of space will be provided per occupant. The contractor is responsible for accommodating individuals with special needs; this includes as a minimum the Americans with Disabilities Act and any other federal, state and local codes.

**Dining Facility** - The contractor shall provide a Dining Facility for the personnel assigned to the camp. Food services will be accomplished through contract catering. Three meals per day will be served with a Midnight meal for 24-hour operations. An approved 14-day rotation meal plan will be established. Food service facilities must meet all required State public health code requirements to include a commercial grade (restaurant) approved equipment, sealed floor, HVAC, bug screens and/or air curtain blowers, equipment and utensil sanitation, fire suppression, and hand wash stations in numbers appropriate for the size of camp. Camp catering must be able to feed at least 25% more persons above camp residents.

**Administration Facility**- The contractor shall provide administrative areas. This area shall be within tented facilities or office trailers. They house the office areas for the contractor's camp management and the State Logistics Command Base Camp coordinator and representatives. This shall also be the location for in-processing and out-processing of camp occupants by the contractor and shall also be used for camp information boards. The contract shall provide separate administrative area for camp management, resident check-in, credentialing, resource ordering, central security, and camp command element, copiers, fax, folding tables, chairs, administrative office supplies, and Credentialing/Badge system.

**Medical Clinic** – This area will be used for outpatient sick calls and as an ambulance staging area for medical emergencies. Medical equipment and supplies will be provided by EMS or the State Health Agency. Contractor shall provide separate tent facility. Camp operations type's I – VII should include 8 beds w/linen, blankets & pillows, tables, chairs, divider wall, small refrigerator, hand sink, 2 IV poles, 2 gooseneck floor lamps, 2 folding pole stretchers w/ IV poles, 2 floor fans, medical waste can/bags, 12-110 volt outlets, area for daily sick calls. Contractor shall provide ALS Ambulance with a support tent, tables and chairs and divider walls for sick calls for camp operations type VIII.

**Morale, Welfare & Recreation (MWR)** - This area shall be a tented facility with lights, power and HVAC and flooring. This area shall also have tables and chairs for reading and doing personal paperwork (seating capacity 5% of camp occupants). The area shall have television capabilities for inhabitants to relax. The contractor shall provide aerobic and strength training equipment (5% of camp capacity), TV, internet access (5% of camp capacity), cell phone charging stations as well as numerous magazines and newspapers. Contractor shall provide separate tent facility to accommodate tables, chairs, two large screen TVs, recreational equipment, board and card games, and refreshments to accommodate number of residents assigned to camp. Attached to or adjacent to mobile units vendor should provide tables, chairs, TV, board and card games and refreshments for a minimum of 50 persons.

### **Billeting Safety Specifications**

**Fire Safety** - All billeting will come with fire extinguisher emergency exit lighting and smoke detectors. Camp residents will be shown fire extinguisher locations All personnel will be shown emergency egress and shown a Billet personnel staging area in the event of an emergency so as to maintain a proper headcount.

**Electrical Safety** - Power distribution boxes will be placed against the external wall and away from normal foot traffic. All exposed wires will be taped down to prevent tripping and falls.

## **SCHEDULE B – KITCHENS/FOOD SERVICES**

### **I. KITCHENS/FOOD SERVICES OVERVIEW**

The contractor shall provide adequate kitchens and a dining facility at each base camp, which shall comply, with Mississippi Department of Health, or the US Food & Drug Administration and/or Food Service Programs like the US Army Technical Bulletin Med 530, Food Service Sanitation (or equivalent). The contractor shall provide food preparation services to accommodate camp population. Camp population should not have to wait in line for meals for more than 20 minutes. All meals shall be prepared in accordance approved menu program or equivalent and may be enhanced based on individual chef specialties and skills. The contractor shall prepare three meals per day (breakfast, lunch, dinner) with a midnight meal as required for 24 hour operation.

### **II. Kitchen Specifications**

**The Contractor shall furnish the following:**

- a. All necessary labor, including, but not limited to, complete management, control, transport, purchase, receipt, storage, issue, set up, handling, processing, packaging, preparation, food serving and cleanup at the kitchen and eating area site. All food and condiments.

- b. All cooking and serving equipment, serving utensils, eating dishes, and supplies. Eating dishes shall be paper with the exception of cups. All cold drink cups shall be 12-ounce or 16-ounce cups. Cups for hot drinks may be paper or polystyrene foam. If the cups are made of foam, they must be manufactured from FDA sanctioned hydro-chlorofluorocarbons (HCFC) blowing agents,
- c. All appropriate eating utensils (factory sealed in plastic, at least of medium weight) and serving utensils for meals at the Disaster camp.
- d. Disposable eating utensils (factory sealed in plastic, at least of medium weight) and serving utensils (factory sealed in plastic, wrapped in plastic wrap, or put in plastic bags) for hot or cold meals at remote camps.
- e. A small weighing scale for spot-check of minimum weight requirements.
- f. Hot and cold thermometers for monitoring of food temperatures.
- g. Food-grade plastic gloves for food service personnel.
- h. Current test strips for checking dish washing sanitizing solution.
- i. PhDFAhate-free, antibacterial liquid soap and paper towels for hand washing facilities,
- j. Waterproof tent(s) for the eating area(s) that are able to accommodate fifty percent (50%) of the Headcount mobilization.
- k. Separate, sturdy, smooth tables and seating (in good condition) that will not collapse.
- l. Adequate lighting for the serving and eating areas.
- m. Fly-proof/insect protection for all outer openings of the temporary food establishment including tents.
- n. Garbage cans and liners for inside the kitchen unit.
- o. All fuel and electricity for the kitchen, serving area and eating areas.
- p. Refrigeration and freezer units for the storage of meats and other perishables

**The Contractor shall ensure the following:**

- a. Certificated Potable water initial supply of 1500 gallons of potable water with recurring certificated potable water reorders using an appropriate size tanker.
- b. Gray water storage capacity of a minimum of 500 gallons.
- c. Gray water removal.
- d. Living accommodations and meals for Contractor's personnel.
- e. Adequate fire extinguishers meeting current Occupation Safety and Health Act (OSHA), National Fire Protection Association 10.
- f. Separation and rinsing of kitchen recyclable materials by type (i.e., glass in one container, plastic in another, aluminum in still another, etc.), when recycling is practiced at the Disaster camp.
- g. Maintain all facilities used for meal preparation, serving, and cleanup in a sanitary condition in accordance with the current Food Code issued by the U.S. Department of Health and Human Services, U.S. Public Health Service, Food and Drug Administration. A current copy of the Food Code shall be accessible in each kitchen unit.
- h. Ensure that employees are neat and clean in fact as well as in appearance. All employees shall wear identification that distinguishes the Contractor represented. All food service employees shall wear at all times hair restraints (hair nets, caps or other restraints) (long hair hanging out of caps without some type of restraint is not acceptable), aprons, and other apparel required by the Food Code. Single-use, food-grade gloves shall be worn when serving meals.
- i. Ensure that employees cooking or handling food are free of communicable diseases. The Contractor shall train employees in the importance of hand washing as a means of preventing the spread of infection.
- j. Provide equipment and operate in accordance with all current Federal, State, local laws or standards; OSHA regulation; the National Electrical Code (NEC); the Uniform Plumbing Code (UPC); Federal and State potable water codes; the current Food Code issued by the U.S.

Department of Health and Human Services; U.S. Public Health Service, Food and Drug Administration; and other contractual requirements stated herein.

- k. Ensure that no alcoholic beverage and/or controlled substance are taken to the Services site, used by, or furnished to any person at the Incident. There shall be not use of tobacco products in the immediate area of food preparation or serving.
- l. Ensure that only those Contractor employees essential to the mission remain at the Services site.
- m. Provide employees to maintain all self-service food bars. A minimum of one employee shall monitor and maintain the salad bar during the entire meal period.
- n. All food shall be prepared and cooked inside enclosed systems, which include the kitchen unit(s) and enclosed coffee systems, except food may be cooked and served from approved outdoor barbecues.
- o. All hot food, with the exception of beverages, shall be served from the kitchen unit(s).

#### **Kitchen Unit (Including All Ancillary Equipment)**

- a. The kitchen unit shall be fully enclosed except when serving at the serving window (service opening shall not be larger than what is necessary to accommodate efficient serving). All doors and major openings shall be screened using 16 strands to the inch or greater mesh screens, properly designed and installed air curtains, or other effective means in accordance with the current Food Code issued by the U.S. Department of Health and Human Services, U.S. Public Health Service, Food and Drug Administration.
- b. All equipment shall be sealed to the floor to prevent moisture from getting under the equipment or be raised at least 6" off the floor by means of an easily cleanable metal leg(s) and foot (feet).
- c. Equipment, including the interior of cabinet units or compartments, shall be constructed so as to have smooth, easily accessible, and easily cleanable surfaces. Equipment surface shall be free from channels, crevices, flanges, ledges, sharp or jagged edges, and other cleaning obstructions. Unfinished wooden surfaces are not permitted.
- d. Food contact surfaces shall be constructed of metal, high-pressure laminated plastics, wooden cutting boards, or laminated hardwood that are in compliance with the current Food Code issued by the U.S. Department of Health and Human Services, U.S. Public Health Service, Food and Drug Administration. These surfaces must be kept free of cracks, cuts, and other obstructions that would interfere with proper cleaning. (Wooden boards will be washed with hot, soapy water after each use. Plastic boards will be cleaned with a solution of 2 tsp. bleach and 1 quart water).
- e. All pipes, fittings, or hoses shall comply with the appropriate codes. All equipment shall preserve the potable water quality throughout the kitchen unit and peripheral equipment where water is stored and used. No galvanized pipe, fittings, or fixtures are allowed. Space around pipes, conduits, or hoses that extend through cabinets, floors, or outer walls shall be sealed. The seal shall be smooth and easily cleanable.
- f. Light bulbs, tubes, etc., shall be covered with completely enclosed plastic safety shields, approved shatterproof type bulbs or the equivalent. Light fixtures shall be installed so as to not constitute a hazard to personnel or food materials. All electrical receptacles not dedicated will be ground fault protected.

**Steam Tables (Electric or Gas)**

- a. Steam tables shall be capable of holding at least 4 full sized hotel pans (12" x 20"). The unit shall be able to maintain hot food at a minimum of 140 degrees F. The unit shall be used for serving only (not food preparation or reheating foods).

**Hand Washing Facilities**

- a. Hand washing facilities shall be provided within and in close proximity to food preparation area(s) to allow Contractor's employees to wash their hands including the following areas at a minimum:
- b. Inside the main kitchen area, and
- c. Inside all food preparation areas at separate locations.
- d. The kitchen unit shall have either hot and cold water with mixing faucet or warm running water (101 degrees F) and be provided with paper towels and liquid soap which is antibacterial and pH balanced-free.

**Ventilation Equipment**

- a. An electrically powered exhaust hood ventilation system shall be provided over all cooking equipment to adequately remove cooking odors, smoke, steam, grease and vapors.
- b. Grease filters (or other means of grease extraction) shall:
- c. Be of steel construction (or other approved material), and
- d. Be readily accessible for cleaning.
- e. The ventilation equipment shall provide a reasonable condition of comfort to the employees.

**Waste Management**

- a. Waste receptacles shall be readily accessible. They shall be constructed so as to be smooth, nonabsorbent, and easily cleanable. The Contractor will supply dumpsters for the Kitchen and dining facility.

**Storage**

- a. There shall be separate enclosed storage completely away from food storage and food preparation areas for cleaning supplies, clothing and insecticides.

**Sneeze Guards**

- a. Sneeze guards, to effectively shield food, shall be provided so as to intercept the direct line between the average person's mouth and the food being displayed.

**Gray Water Storage**

- a. A minimum storage capacity of at least 500 gallons of gray water storage shall be provided. The storage container(s) shall have the size and description stenciled on the container in letters no less than 4 inches high (for example: "500 GAL – GRAY WATER").

**Refrigeration Storage Unit(s)**

- a. Food in refrigeration storage units shall be stored in accordance with the current National Restaurant Association (NRA) Standards and Food Code issued by the U.S. Department of health and Human services; U.S. Public Health Service, Food and Drug Administration, which is a minimum of 6 inches off the floor or on easily movable dollies or racks (4-inch pallets are permissible). Placing food that is not in waterproof containers, directly on permanently installed corrugated floors in refrigeration storage units, does not comply with these standards.

- b. A minimum of 1,200 cubic feet of refrigeration storage space, capable of maintaining stored food at a temperature of 41 degrees F or lower, and minimum of 512 cubic feet of freezer storage space capable of maintaining frozen food at 0 degrees F it is required.
- c. Refrigeration and freezer storage units shall each be equipped with a “min/max,” continuous graphing, or equivalent thermometer placed no further than 8 feet from the entrance being used. The Contractor is responsible for recording the minimum and maximum temperatures inside refrigerator, in a logbook, at a minimum of three times per day at some time between 6:00 a.m. and 11:00 p.m. The logbook shall be made accessible to Health Authorities at all times. Refrigeration and freezer storage units containing temperature indicators attached to the outside of the unit must clearly provide a temperature reading of the inside of the unit no further than 8 feet from the entrance.

#### **Potable Water**

- a. Enough Potable Water trucks with “certificated” potable water and equipment necessary to store a minimum of 1500 gallons of potable water as often as required (kitchen use only).

#### **Equipment Maintenance**

- a. The Contractor is responsible for providing equipment fully operational which includes all fuel, oil, preventive maintenance and repair.

#### **Additional Safety Equipment**

- a. All equipment is required to meet current Federal, State, and local laws or regulations, the NEC, the UPC, Federal and State potable water codes, OSHA Standards, and other contractual requirements. Any steps or platforms shall have solid handrails, not chain link, in addition to other current OSHA standards for handrails and stairs (29 CFR 1910.23 – 1910.24).

### **III. FOOD SERVICES SPECIFICATIONS**

The Contractor will provide tasty, well balanced, hot and special meals, sack lunches, hot and cold can meals. All meals shall be consumed at the incident dining area except for sack lunches. Contractor may elect to consolidate drinks and drink condiments, in a single location (service bar). Contractor may also elect to consolidate desserts in a single location (dessert bar) and/or breakfast and dinner condiments in a single location (condiment bar).

A fourteen (14) or twenty-one (21) Day Rotating Menu program should accompany the proposal and may be enhanced based on individual chef specialties, skills and cultural diversity. The contractor shall prepare three meals per day (Breakfast, Lunch and Dinner), but be prepared to serve a midnight sack lunch for emergency workers. Coffee shall be made available on a twenty four hour service bar. The contractor shall prepare sack lunches. Lunch meals shall be prepared as bagged meals. Dinners shall be hot meals. The contractor shall accommodate special meal needs such as vegetarian or other special dietary menu needs.

Standard menu items should be a variety for each type of meal; hot breakfasts, sack lunches and hot dinners and made available to each person assigned to the camp. The food shall be selected and cooked to minimize health hazards.

**BREAKFAST** – should be a variety of but not limited to: Eggs, Meat, Cereals, Bread or Hot cakes or French toast or waffles or slices of bread, Potatoes, Grits, Milk, Juices, Coffee, Water, Fresh Fruit, Yogurt

**SACK LUNCH (Midnight Meal)** should include but not limited to: Regular and vegetarian sack lunches shall be provided. Vegetarian sack lunches shall at a minimum be prepared for the Lacto vegetarian classification level and shall consist of the same quantities and items as regular sack lunches with the exception that no meat, fish, or poultry shall be included. Non-meat protein substitutes shall be used in vegetarian sack lunches in lieu of meat, fish, or poultry. Sack lunches shall consist of the following items at a minimum: Two Meat Sandwiches or Non-Meat Substitute for Vegetarian. The meat sandwich shall be wrapped in plastic wrap or plastic bags. The Containers may separately wrap individual sandwich items within each lunch. However, if meat is individually wrapped, it must be properly vacuum-sealed. The meat sandwich shall contain at the minimum two 1 to 1 and ½ oz. slices of bread. The meat sandwich shall contain a minimum of 3 ½ oz. sliced meat or a combination of sliced meat and cheese. No ground meat or vegetables (lettuce, tomatoes, and onions) will be placed on sandwiches. Vegetarian sandwiches made with non-meat substitutes may include pre-prepared soy products. Condiments shall be individual packets and not put directly on the bread.

**Lunch Variety Items should include but not limited to:** ONE Large Submarine Sandwich, Sandwich Wraps, Bagel Sandwich, Croissant Sandwiches, Packaged Peanuts, Fruit, Dried Fruit, Fruit Juice, Potato Chips, Pre-wrapped cookies, Brownies, Candy Bars, Packaged vegetables

### **HOT DINNERS**

Hot dinners shall be prepared and served at the incident. Dinners shall consist of the following standard menu items:

**Meat** – should be a variety of Steak, Beef, Beef and Pork Ribs, Ground Beef, Pork, Lamb, Poultry, Ham, Fish, Casseroles w/Meat (without for Vegetarians), Spaghetti w/Meat Sauce (without for Vegetarians)

**Non-Meat Protein Dish** – should include but not to items such as such as BBQ beans, veggie patty, vegetarian hot dog, Tofu, beans, soybeans products, cottage cheese, eggs, or equivalent.

**Vegetables** – should include but not limited to: Green Beans, Carrots, Potatoes (mashed or whole), Broccoli, Peas, Corn, Beans, Rice, tomatoes

**Self-Service Salad Bar** – A self-service salad bar shall contain but not limited to two prepared salads, various types of leafy vegetables (such as green/purple cabbage, romaine or red leaf lettuce), fruit or fruit salad and assortment of salad dressings (regular and/or low/non-fat). Salad toppings to include but not limited to: kidney, garbanzo or pinto beans, carrots, mushrooms, celery, cauliflower, green/red bell peppers, broccoli, cheese, beets, olives, peas, tomatoes, eggs, cucumbers, pickles, or other fresh pickled, or marinated vegetables. Prepared salads to include but not limited to: macaroni, carrot and raisin, potato, pea, jell-o, cottage cheese, coleslaw, fruit, rice, or pasta salads. Tossed salad such as romaine, endive, green or red leaf, iceberg, butter, or cabbage and fruits melons, peaches, grapes, bananas, strawberries, pears, applesauce, or seasonal fruit.

**Dessert Bar** - A self-service salad bar shall contain a variety of; cakes, cookies, pies, cobblers, puddings, pastries, or ice cream.

**Twenty-Four Hour Service Bar** – The contractor shall provide a 24 per day service bar to include, but not limited to the following items: Hot Regular Coffee (caffeinated and decaffeinated). Flavored coffee may be served in addition to regular coffee at the Contractor's option. Hot water, hot chocolate, tea bags (caffeinated and decaffeinated), iced tea (caffeinated and decaffeinated). Flavored tea may be served in addition to regular tea at the Contractor's option. The contractor shall have available between the hours of 4:00 a.m. and 12:00 noon cold cereal and milk

Personnel will provide camp identification badges to receive meals or they will be required to pay for their meals. The contractor is responsible for collecting payment for those meals from personnel who do not have a valid base camp identification badge. The contractor shall accept cash, debit card, or major credit card for payment. Contractor shall establish a fair price for the meals but shall not exceed current General Services Administration (GSA) per diem meal rate for the appropriate Mississippi location.

The Contractor's personnel with the exception of the salad bar, service bar, condiment bar, and dessert bar accompanying those hot meals should serve all hot meals. The Contractor should have the capability to feed personnel when requested by the State of Mississippi at times other than those established for regular meals. The intent is to provide meals on an "as requested" basis but does not require the kitchen to be open continuously 24-hours per day. Second helpings at breakfast should not be considered an additional meal. Second helpings at the dinner meal will not be considered meal unless a meat helping is served.

All self-service bars should be monitored and maintained. The Contractor should have at least one employee trained in safe food handling procedures who is assigned to monitor and maintain the salad bar for the duration of the dinner meal period. An adequate number of tongs and utensils should be provided.

Food supplies shall be staged in appropriate storage equipment, dry vans or refrigerated/freezer trucks until prepared. Meal counts for each meal shall be provided to the MEMA Unified Logistics Command Base Camp Coordinator on a daily basis.

The contractor should ensure that all contractor personnel entering or working in food preparation and/or serving areas should wear hairnets or disposable hats in accordance with TB MED 530 Standards. The contractor should ensure that employees are neat and clean. Single-use, food-grade gloves should be worn when serving meals.

The contractor should ensure that each Mobile Food Service Unit Kitchen Manager has a Certificate of Completion for food service management, handling, and sanitation training like ServSafe or a Mississippi Health certificate.

## **SCHEDULE C – MOBILE SHOWERS/SERVICES**

### **SHOWER OPERATIONS OVERVIEW**

The State should provide the Contractor with the headcount for the Incident prior to mobilization. Contractor should provide shower units to accommodate camp population. The MEMA Logistics Command Base Camp Coordinator and the Contractor Representative should meet daily to review head-count trends.

Upon notification, Contractor should provide all physical equipment and ancillary equipment necessary to be completely self-sustaining to include; potable water, gray water removal, waste management, power generation, propane, and Contractor personnel sleep facilities for the duration of the operation and demobilization.

### **Shower Specifications**

#### **The Contractor should furnish the following:**

- a. All labor to include; but not limited to, complete management, control, transport, purchase, receipt, storage, issue, set up, handling, processing, drying towels (paper) and soap for dispensers.
- b. Garbage cans and liners for outside the shower unit.
- c. All fuel, electricity and water for the shower.
- d. Temporary waiting area with chairs and grass rugs sufficient to stage ten personnel.
- e. A five-gallon water bucket with chlorine solution for flip-flops used for showering.

#### **The Contractor should ensure the following:**

- a. Certificated Potable water initial supply of 1500 gallons of potable water with recurring certificated potable water reorders using a 6,000-8,000 gallon tanker.
- b. Gray water storage capacity of a minimum of two 1350-gallon bladder bags per shower.
- c. Gray water removal.
- d. Living accommodations and meals for Contractor's personnel.
- e. Adequate fire extinguishers meeting current Occupation Safety and Health Act (OSHA), National Fire Protection Association 10.
- f. Ensure that employees are neat and clean in fact as well as in appearance. All employees should wear identification that distinguishes the Contractor represented.
- g. Provide equipment and operate in accordance with all current Federal, State, local laws or standards; OSHA regulation; the National Electrical Code (NEC); the Uniform Plumbing Code (UPC); Federal and State potable water codes; the current Food Code issued by the U.S. Department of Health and Human Services; U.S. Public Health Service, Food and Drug Administration; and other contractual requirements stated herein.
- h. Ensure that no alcoholic beverage and/or controlled substance are taken to the Incident, used by, or furnished to any person at the Incident.
- i. Ensure that only those Contractor employees essential to the mission remain at the Incident.

#### **Shower Unit (Including All Ablution Equipment and Ancillary Support)**

- a. The shower unit shall have the ability to be segregated by male and female and be fully enclosed except the shower access door to include showers that are compliant with the Americans with Disabilities Act.

- b. Equipment surface shall be free from channels, crevices, flanges, ledges, sharp or jagged edges, and other cleaning obstructions. Unfinished wooden surfaces are not permitted.
- c. All pipes, fittings, or hoses should comply with the appropriate codes. All equipment should preserve the potable water quality throughout the shower unit and peripheral equipment where water is stored and used. Space around pipes, conduits, or hoses that extend through floors or outer walls should be sealed. The seal should be smooth and easily cleanable.
- d. Light bulbs, tubes, etc., should be covered with completely enclosed plastic safety shields, approved shatterproof type bulbs or the equivalent. Light fixtures should be installed so as to not constitute a hazard to personnel. No electrical receptacles will be placed inside the showers.

## **SCHEDULE D – MOBILE LAUNDRIES/SERVICES**

### **LAUNDRY OPERATIONS OVERVIEW**

Contractor should provide laundry trailers to accommodate camp population. The MEMA Logistics Command Base Camp Coordinator and the Contractor representative should meet daily to review head-count trends.

Upon notification, Contractor will provide all physical equipment and ancillary equipment necessary to be completely self-sustaining to include; potable water, gray water removal, waste management, power generation, propane, and Contractor personnel sleep facilities for the duration of the operation and demobilization.

### **Laundry Specifications**

#### **The Contractor should furnish the following:**

- a. All labor to include a fluff & fold service, control, transport, purchase, receipt, storage, issue, set up, handling, processing, laundry soap, bleach and laundry bags.
- b. Garbage cans and liners for outside the laundry unit.
- c. All fuel, electricity and water for each laundry unit.

#### **The Contractor should ensure the following:**

- a. Certificated Potable water initial supply of 1500 gallons of potable water with recurring certificated potable water reorders using a 6,000-8,000 gallon tanker.
- b. Gray water storage capacity of a minimum of one 1350-gallon bladder bags per laundry.
- c. Gray water removal.
- d. Living accommodations and meals for Contractor's personnel.
- e. Adequate fire extinguishers meeting current Occupation Safety and Health Act (OSHA), National Fire Protection Association 10.
- f. Ensure that employees are neat and clean in fact as well as in appearance. All employees should wear identification that distinguishes the Contractor represented.
- g. Provide equipment and operate in accordance with all current Federal, State, local laws or standards; OSHA regulation; the National Electrical Code (NEC); the Uniform Plumbing Code (UPC); Federal and State potable water codes; the current Food Code issued by the U.S. Department of Health and Human Services; U.S. Public Health Service, Food and Drug Administration; and other contractual requirements stated herein.
- h. Ensure that no alcoholic beverage and/or controlled substance are taken to the Incident, used by, or furnished to any person at the Incident.
- i. Ensure that only those Contractor employees essential to the mission remain at the Incident.

### **Laundry Unit (Including All Ablution Equipment and Ancillary Support)**

- a. Equipment surface should be free from channels, crevices, flanges, ledges, sharp or jagged edges, and other cleaning obstructions. Unfinished wooden surfaces are not permitted.
- b. All pipes, fittings, or hoses should comply with the appropriate codes. All equipment should preserve the potable water quality throughout the shower unit and peripheral equipment where water is stored and used. Space around pipes, conduits, or hoses that extend through floors or outer walls should be sealed. The seal should be smooth and easily cleanable.
- c. Light bulbs, tubes, etc., should be covered with completely enclosed plastic safety shields, approved shatterproof type bulbs or the equivalent. Light fixtures should be installed so as to not constitute a hazard to personnel.

## **SCHEDULE E – RESTROOM FACILITIES**

**RESTROOM FACILITIES OVERVIEW-** The prime contractor should ensure sufficient restroom facilities in a manner that provides adequate health and safety as provided by ANSI Z4.3 and Z4.4

**Portable Restrooms Specifications** - self-contained for 100% of the NIMS camp mobilization (ratio of at least 1 toilet to 10 persons,) in accordance with ANSI Z4.3 and Z4.4. Augmented by Porta-lets in parking and auxiliary areas. Hand wash stations (sinks) ratio of one per 10 persons near restrooms, PLUS 6 per entry to dining halls. Servicing shall be daily for all restrooms and hand wash stations.

**Porta-Trailer Restrooms Specifications** - self-contained for 100% of the NIMS camp mobilization (ratio of at least 1 toilet to 20 persons, or 1 toilet and 1 urinal per 25 males) in accordance with ANSI Z4.3 and Z4.4. Augmented by Porta-lets in parking and auxiliary areas. Hand wash stations (sinks) ratio of one per 10 persons in restrooms, PLUS 6 per entry to dining halls. Servicing shall be daily for all restrooms and hand wash stations.

**Male/Female Segregation** – Assume sixty percent (60%) male and forty percent (40%) female. The ratio may be adjusted by the MEMA Logistics Command Base Camp Coordinator on a base camp by base camp basis.

## **SCHEDULE F – SECURITY/FENCING**

**OVERVIEW** – The prime contractor will provide full perimeter unarmed security personnel at all gates plus at least 2 roaming guards in accordance with the camp size - 24-hours per day. Security personnel may be contracted under the supervision of sworn law enforcement. In the event the state does not require security personnel the contractor should provide a temporary chain link fence at the minimum of 6' if site is unsecured and without gates.

## **SCHEDULE G – ABLUTION EQUIPMENT SPECIFICATIONS**

“Certificated” potable water supply, showers, hand wash stations, laundry facilities, portable toilets, restrooms, and the prime contractor at each camp provides wastewater collection systems. All water supply equipment is rated for potable water supply in accordance with ANSI/NSF 42, 53, & 61 standards. Water systems are installed and operated in accordance with AWWA standards C900, C901 and NSF 14 for distribution systems and flexible lateral supply piping.

All potable water must be “certificated” by a Federal or State agency prior to use. The prime contractor will ensure that each tanker of water to be used is “certificated” as potable and copies of all certificates maintained by the prime contractor for a period of not less than three (3) years.

Should a State health official deem a specific water source as “potable” for continuous re-supply, the prime contractor must get that certification in writing from the health official as well as name, organization, address and phone number.

All gray water must be captured and removed from the base camp site. Gray water may be dumped in manholes or at a local lift station as identified by local public works department.

All black water must be captured, contained and taken to a State-approved facility for disposal. The prime contractor is responsible for any fees associated with that disposal.

## **SCHEDULE H – OPERATIONS PLAN**

**OVERVIEW** – The prime contractor will provide with the offer an operations plan to include the following:

**SECTION 1 – READINESS PLAN** - The prime contractor shall provide a written narrative to detail equipment and personnel readiness to include MEMA notification of need of service and time requirements for mobilization and construction of the turn key setup.

**SECTION 2 - MOBILIZATION PLAN** – The prime contractor will provide a written narrative, phase plan and Gantt charts demonstrating their mobilization plan. All ablution equipment and ancillary support to ensure a total turnkey base camp will be mobilized. A list of equipment for a typical base camp will be provided. If upon arrival, the MEMA Logistics Command Base Camp Coordinator and the prime vendor deem any ablution equipment or ancillary support as unnecessary (i.e. certificated potable water, sewer, etc.), that ablution equipment or ancillary support may be, 1) redirected to another base camp facility, or 2) demobilized.

**SECTION 3 - OPERATIONS PLAN (Camp Management Plan)** – The prime contractor shall provide a written narrative to demonstrate the management plan of all major components outlined in Schedules A-G to include daily reports to be submitted to the MEMA Unified Logistics Command Base Camp Coordinator.

**a. CAMP SITE MAP (Area Required)** – Provide an ideal situation schematic of the base camp setup including area requirements. This is subject to change depending on the nature of the disaster and location.

**b. MISSISSIPPI SUBCONTRACTORS** – The prime contractor should issue their plan for use on Mississippi subcontractors during mobilization or a migration plan to incorporate vendors as part of the base camp.

**c. QUALITY ASSURANCE PLAN** - The prime contractor will issue their Quality Assurance Plan (QAP) in accordance will Schedules A-G.

**SECTION 4 – KEY PERSONNEL STAFFING** - The prime contractor will provide an organizational chart of personnel that will hold key roles at the base camp. The prime contractor has fully identified key positions and the personnel by name that will fill them. The prime contractor has demonstrated that the proposed key personnel have an understanding of the program scope and objectives, as well as successful previous experience in the delivery of similar services. The prime contractor has included its rationale for the positions designated as key. The prime contractor has demonstrated an understanding of the importance of assigning experienced, key personnel in the completion of the project. The prime contractor has provided resumes for all proposed key personnel. Resumes have been limited to one (1) page each.

**SECTION 5 - DEMOBILIZATION PLAN** - The prime contractor will provide a written narrative, phase plan and Gantt charts demonstrating their demobilization plan.

**SECTION 6 - RECLAMATION PLAN** - The prime contractor will provide a written narrative demonstrating their reclamation plan & pricing.

**SECTION 7 – PRICING SCHEDULE** – The prime contractor will provide pricing schedules as identified in Exhibit A Pricing by schedule.

**SECTION 8 – BIDDERS SIGNATURE PAGE** – Bidder will provide a signed bidders signature page as provided in the last page of this document.

## SCHEDULE I – PRIME VENDOR QUALIFICATIONS

### OVERVIEW -

- 1. DISASTER RESPONSE SUMMARY OF EXPERIENCE** - The prime contractor shall include a summary of disaster response experience and duration.
- 2. EMERGENCY BASE CAMP EXPERIENCE** - The prime contractor will be evaluated in accordance with the applicable FAR regulations. The State of Mississippi will award this solicitation to the responsible prime contractor whose demonstrates a history of conforming to the solicitation and that will be most advantageous to the State of Mississippi. Price and other factors will be considered. The following factors shall be used to evaluate proposals: Readiness Plan and Proposed Camp Equipment, Mobilization Plan, Management Plan, Key Personnel, and Past Performance & Experience. The State of Mississippi will make a best value determination based on past experience. In making this determination the State of Mississippi is more concerned with obtaining a superior solution and quality assurance to achieve the objectives of the solicitation than making an award to the prime contractor with the lowest evaluated price.
- 3. PAST PERFORMANCE REVIEWS** - The prime contractor must submit at least three letters of past experience summaries. The submitted past performance experiences is of contractual work that is similar to the requirements set forth in this solicitation.
- 4. REFERENCES** - The prime contractor may offer relevant State, corporate or organizational references of contractual work that is similar to the requirements set forth in this solicitation.
- 5. FINANCIAL STATEMENT** - The prime contractor shall include a letter of good standing from a reputable banking institution demonstrating they have met all their financial obligations and have adequate credit facilities in place to assure continued long-term operations.
- 6. LEGAL ENTITY** - The TIN may be used by the State to collect and report on any delinquent amounts arising out of the prime contractor relationship with the State (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the prime contractor TIN.

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

TIN: \_\_\_\_\_

Type of Corporation: \_\_\_\_\_

State & Year of Incorporation: \_\_\_\_\_ / \_\_\_\_\_

## SCHEDULE J – Personnel Base Camp Pricing

**OVERVIEW** – The Personnel Base Camp Pricing is, 1) Mobilization Charge as a standalone price, 2) A seven (7) Day Weekly Operations Charge, 3) The cost per person/per day based on the seven (7) Day Weekly Operations Charge, and 4) the demobilization charge as a standalone price.

**EXHIBIT A**  
**Pricing Schedule**

**FACILITY OPERATIONS PRICE RELEASE ORDER PRICING**

NIMS	Mobilization Price	Weekly Operations Price	Weekly Operations PP/PD	Demobilization Price
Type I (2001 + persons)				
Type II (1501-2000 persons)				
Type III (1001 – 1500 persons)				
Type IV (751 - 1000 persons)				
Type V Support (501-750 persons)				
Type VI Support (251-500 persons)				
Type VII Support (101-250 persons)				
Type VIII Support (0-100 persons)				

**INTENT OF OFFER OR TO MAKE PROPOSAL/CONTRACT AVAILABLE TO OTHER ENTITIES.**

Offer intends to make any awarded contract available to (please acknowledge the other entities in which Offeror intends to make a resulting contract available to):

- \_\_\_\_\_ Other States
- \_\_\_\_\_ Other State Agencies within the state of Mississippi
- \_\_\_\_\_ Local County or Municipal Governmental Entities within the state of Mississippi

**2.2 Term**

The term of the contract shall be for a period of one year (1). Upon written agreement of both parties at least Sixty (60) days prior to each contract anniversary date, the contract may be renewed by the MEMA for a period of three (3) successive one-year period(s) under the same prices, terms, and conditions as in the original contract subject to approval by the PPRB and/or OPSCR. The total number of renewal years permitted shall not exceed one year (1).

**2.2.1 Multi-Term Contracts**

Unless otherwise provided by law, a contract for services may be entered into for a period of time not to exceed four (4) years with an option to renew for one (1) year,

provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds.

### **SECTION 3**

#### **3.1 Insurance**

The successful vendor shall maintain at least the minimum level of workers' compensation insurance, comprehensive general liability or professional liability insurance, with minimum limits of \$100,000.00 per occurrence and fidelity bond insurance with minimum limits of \$100,000.00. All workers' compensation, comprehensive general liability, professional liability, and fidelity bond insurance will provide coverage to the MEMA as an additional insured. The MEMA reserves the right to request from carriers, certificate of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance. The vendor shall be prepared to provide evidence of required insurance upon request by the MEMA at any point during the contract period and should consult with legal counsel regarding its obligations.

### **SECTION 4**

#### **4.1 Bid Evaluation**

Bids will be evaluated based on the requirements set forth in **IFB2020BSCMP** which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable where possible. This Invitation for Bids sets forth the evaluation criteria to be used. No criteria will be used in an evaluation that is not set forth in this Invitation for Bids. Only bidders who are found responsive and responsible will have their bids considered.

##### **4.1.1 Responsive Bidder**

Bidder must submit bid which conforms in all material respects to this Invitation for Bids **IFB2020BSCMP** as determined by MEMA.

##### **4.1.2 Minimum Qualifications to be Deemed Responsive**

A minimum score of 30 on the Reference Score Sheet (**Attachment E**) from reference interviews by DFA with three bidder/contractor references (for a total minimum score of 90, as well as all other requirements of this Invitation for Bids. (*See Attachments C and E.*)

##### **4.1.3 Nonconforming Terms and Conditions**

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 MEMA reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the MEMA of non-

responsiveness based on the submission of nonconforming terms and conditions.

#### **4.1.4 Conditioning Bid Upon Other Awards**

Any bid which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and not acceptable.

#### **4.1.5 Bid Submission Format**

The bid package must be sealed and must contain the following:

- Bid Cover Sheet (**Attachment A**)
- Bid Form (**Attachment B**)
- References (**Attachment C**)
- Certifications and Assurances (**Attachment D**)

#### **4.1.6 Responsible Bidder**

Bidder must have capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance, as determined by MEMA.

#### **4.1.7 References**

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. The MEMA 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. Bidders should verify before submitting their bid that the contact person and phone number are correct for each reference. The bidder may submit as many references as desired. The MEMA will begin contacting references at the top of the list and will continue down the list until one (1) contact has been reached.

References must be listed on **Attachment C**.

#### **4.2 Bid Opening**

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

#### **4.3 Award**

The contract will be awarded by written notice to the lowest responsible bidder whose bid meets the requirements and criteria set forth in this Invitation for Bids within 10 days.

##### **4.3.1 Notification**

All participating vendors will be notified of the intent via e-mail to award a contract. Bidders will be notified via e-mail of the awards. Additionally, a letter will be sent to all bidders. In addition, MEMA will identify the selected vendor. Notice of award is also made available to the public through the Mississippi Contract/Procurement Opportunity Search Portal and the agency website [www.msema.org](http://www.msema.org).

#### **4.3.2 Contract Management**

If the Contractor fails to adhere to the Base Camps services schedule, or if the Contractor fails to satisfactorily provide the prescribed service to all or any service area, the Contracting Agency will inform the Contractor, and the Contractor shall complete corrective action within twenty-four (24) hours. No payment shall be made to the Contractor until all deficiencies have been corrected. If the Contractor exhibits a pattern of non-performance as shown by repeated deficiencies, the Contracting Agency may terminate the contract without further obligation to the Contractor. (Contracting Agency may elect to use the form included as **Attachment I, Base Camps Services Contract Discrepancy Report.**)

## **SECTION 5**

### **5.1 Post-Award Vendor Debriefing**

A bidder, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the Director of the MEMA within three (3) business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within five (3) business days of receipt of the request. If a bidder prefers to have legal representation present, the bidder must notify the Director of the MEMA in writing and identify its attorney by name, address, and telephone number. The MEMA 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 Debriefing, as well as the information that may be provided and excluded, please see Section 7-114 through 7-114.07, Post-Award Vendor Debriefing, of the *Public Procurement Review Board Office of Personal Serve Contract Review Rules and Regulations*.

### **5.2 Protest of Award**

Any actual or prospective bidder or contractor who is aggrieved in connection with this solicitation or the outcome of the Invitation for Bids may file a protest with the Bid Coordinator, **Edward Williams**. **The protest shall be submitted on or before Monday August 10, 2020 5:00 p.m. CST**, in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests must be in writing, dated, signed by the bidder or an individual authorized to sign contracts on behalf of the protesting bidder, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) or regulation(s), and/or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting bidder must provide facts and evidence to support the protest. A protest is considered filed when received by the Bid **Coordinator, Edward Williams, via either U.S. mail, postage**

**prepaid, or personal delivery. Protests filed after Monday, August 10, 2020 5:00 p.m. CST, will not be considered.**

**5.3 Required Contract Terms and Conditions**

Any contract entered into between a Contracting Agency and a vendor/bidder shall include the required clauses found in **Attachment F** and those required by the *Public Procurement Review Board Office of Personal Serve Contract Review Rules and Regulations*.

**5.4 Optional Contract Terms and Conditions**

Any contract entered into between a Contracting Agency and a vendor/bidder may have, at the discretion of the Contracting Agency, the optional clauses found in **Attachment G** and those within the *Public Procurement Review Board Office of Personal Serve Contract Review Rules and Regulations* as updated.

**5.5 Mississippi Contract/Procurement Opportunity Search Portal**

This Invitation for Bids, and the questions and answers concerning this Invitation for Bids, are posted on the Contract/Procurement Opportunity Search Portal.

**5.6 Attachments**

The attachments to this Invitation for Bids are made a part of this Invitation for Bids as if copied herein in words and figures.

**Attachment A**

**Bid Cover Sheet**

The MEMA is seeking to establish a contract for Base Camps.

Bids are to be submitted as listed below, on or before **July 27, 2020 2:00 p.m. CST.**

**PLEASE MARK YOUR ENVELOPE:**

**IFB2020BSCMP  
Opening Date: 2:00 p.m.  
July 27, 2020 Mississippi  
Emergency Management  
Agency  
Attention: Edward Williams  
P. O. Box 5644 Pearl MS,  
39288  
SEALD BID – DO NOT OPEN**

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

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

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

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

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

Company Representative: \_\_\_\_\_

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

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

FEI/FIN # (if company, corporation, or partnership):	
SS# (if individual):	

**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 and/or months has your company been in the business of performing the services called for in this Invitation for Bids? \_\_\_\_\_

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 in the region, how will you supply Base Camps to agencies in the region? \_\_\_\_\_

\_\_\_\_\_

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. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

List all licenses or permits your company possesses that are applicable to performing the services required in this Invitation for Bids. \_\_\_\_\_

For how many customers has your company provided Base Camps service in the past two (5) years? Please include the dates, the size of the area maintained, and the annual amount of the billing to each customer. \_\_\_\_\_

What is the largest customer your company has provided Base Camps service for in the past two (5) years? Please include the annual amount of the billing. \_\_\_\_\_

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

List all the equipment that your company has available or that is intended to be used to perform the services required in this Invitation for Bids. \_\_\_\_\_

### **Attachment B**

#### **Bid Form for Base Camps**

<b>Company</b>	<b>Company Representative</b>	<b>Telephone</b>

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

- All required equipment and materials
- All required insurance
- All required overhead
- All required profit
- All required transportation
- All required labor
- All required business and professional licenses, permits, fees, etc. (if any)
- Any and all other costs associated with performing the services

The pricing must include ALL associated costs with no additional or hidden fees.

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

1. That he/she has thoroughly read and understands this Invitation for Bids, IFB2020BSCMP and the attachments herein;
2. That the company meets all requirements and acknowledges all certifications contained in this Invitation for Bids, IFB2020BSCMP and the attachments herein;
3. That the company agrees to all provisions of this Invitation for Bids, IFB2020BSCMP and the attachments herein;
4. That the company will perform, without delay, the services required at the prices quoted in this **Attachment B**; and
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
6. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Invitation for Bids.

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

**Signature/Date:** \_\_\_\_\_

**Attachment C**

**References**

**Reference 1**

**Name of Company:** \_\_\_\_\_  
**Dates of Service:** \_\_\_\_\_  
**Contact Person:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City/State/Zip:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_

**Reference 2**

**Name of Company:** \_\_\_\_\_  
**Dates of Service:** \_\_\_\_\_  
**Contact Person:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City/State/Zip:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_

**Reference 3**

**Name of Company:** \_\_\_\_\_  
**Dates of Service:** \_\_\_\_\_  
**Contact Person:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City/State/Zip:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_

The bidder may submit as many references as desired by submitting as many additional copies of this Attachment C, References, as needed. The MEMA will begin contacting references at the top of the list and will continue down the list until 3 contacts have been reached. See Section 4.1.8 of this Invitation for Bids.

**Attachment D**

**Certifications and Assurances**

I/We make the following certifications and assurances as a required element of the bid to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s) by circling the applicable word or words in each paragraph below:

**1. REPRESENTATION REGARDING CONTINGENT FEES**

Contractor represents that it **has/has not** retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid.

**2. REPRESENTATION REGARDING GRATUITIES**

The bidder or Contractor represents that it **has/has not** violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

**3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

The bidder certifies that the prices submitted in response to the solicitation **have/have not** 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 price.

**4. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES**

The prospective Contractor represents as a part of such Contractor's bid that such Contractor **has/has not** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

**Name/Title:** \_\_\_\_\_

**Signature/Date:** \_\_\_\_\_

*Note: Please be sure to **circle the applicable word or words** provided above. Failure to circle the applicable word or words and/or to sign the bid form may result in the bid being rejected as nonresponsive. **Modifications or additions to any portion of this bid document may be cause for rejection of the bid.***

## **ATTACHMENT E**

### **REQUIRED FEDERAL PROCUREMENT CLAUSES AS THIS CONTRACT IS ELIGIBLE FOR REIMBURSEMENT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY**

#### **Access**

MEMA, the subgrantees (counties and communities), FEMA, the Comptroller General of the United States, and any other duly authorized representatives to any of these bodies shall have access to any and all books, documents, papers, and records of the contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

#### **Byrd Anti-Lobbying Amendment**

Contractor shall certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Contract shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Contractor shall require all subcontractors to submit these same certifications. Contractor shall adhere to mandatory standards and policies on energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

#### **Clean Air and Water Acts Compliance**

At all times the Contractor shall be in compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

#### **Energy Efficiency**

Contractor shall adhere to mandatory standards and policies on energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

#### **Procurement of Recovered Materials**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement->

guideline-cpg-program.”

#### **Suspension and Debarment**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by MEMA. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to MEMA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

#### **Retention of Records**

Contractor shall retain all records associated with this contract for three (3) years after MEMA or the subgrantees (the counties and communities) make final payments and all other pending matters are closed.

#### **DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

#### **Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

#### **No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

#### **Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

## Reference Score Sheet

### TO BE COMPLETED BY MEMA ONLY

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

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

Person Contacted, Title/Position: \_\_\_\_\_

Date/Time Contacted: \_\_\_\_\_

Service From/To Dates: \_\_\_\_\_

Able to provide Base Camps?	Yes	No
Satisfied with the Base Camps provided? If no, please explain.	Yes	No
Vendor easy to work with in scheduling services?	Yes	No
Was the Hazard Mitigation Plan 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

Each “yes” is 5 point(s); each “no” is 0 point(s). Bidder must have a minimum score of “30” from 35 references (total of “30” points) to be considered responsible and for its bid to be considered.

Score: \_\_\_\_\_

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

Called by: \_\_\_\_\_

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

---

---

---

---

---

## ATTACHMENT F

### Required Clauses for Service Contracts Resulting from this Invitation for Bids

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

Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

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

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

6. Paymode. Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
7. Procurement Regulations. The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.*, a copy of which is available at 501 North West Street, suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.
8. Representation Regarding Contingent Fees. Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid.
9. Representation Regarding Gratuities. Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.*
10. Stop Work Order.
  - 1) Order to Stop Work: The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and

take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:

- a) cancel the stop work order; or,
  - b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- 2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
- a) the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
  - b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- 3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- 4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

11. Termination for Convenience.

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

12. Termination for Default.

- a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one (1) or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-price contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- e. *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract

contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

13. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by Agency upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
14. Trade Secrets, Commercial and Financial Information. It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
15. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.
16. Approval Clause

It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

## ATTACHMENT G

### Optional Clauses for Use in Service Contracts Resulting from this Invitation for Bids

1. Anti-assignment/Subcontracting. Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
2. Approval. It is understood that this contract requires approval by the Personal Service Contract Review Board. If this contract is not approved, it is void and no payment shall be made hereunder.
3. Attorney's Fees and Expenses. Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.
4. Authority to Contract. Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
5. Information Designated by Contractor as Confidential. Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information.

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

6. Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that Agency is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Ann. §§25-61-1 *et seq.* If a public records request is made for any information provided to Agency pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, Agency shall follow the provisions of Mississippi Code Ann. §§25-61-9 and §79-23-1 before disclosing such information. The Agency shall not be liable to the Contractor for disclosure of information required by court order or required by law.
7. Contractor Personnel. The Agency shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the Agency reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the Agency in a timely manner and at no additional cost to the Agency. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
8. Debarment and Suspension. Contractor certifies to the best of its knowledge and belief, that it:
  - (1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
  - (2) has not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - (3) has not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
  - (5) has not, within a three-year period preceding this bid, had one (1) or more public transactions (federal, state, or local) terminated for cause or default.
9. Disclosure of Confidential Information. In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such

subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*

10. Exceptions to Confidential Information. Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:
  - (1) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
  - (2) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
  - (3) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
  - (4) is independently developed by the recipient without any reliance on confidential information;
  - (5) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
  - (6) is disclosed with the disclosing party’s prior written consent
11. Errors in Extension. If the unit price and the extension price are at variance, the unit price shall prevail.
12. Failure to Deliver. In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the Agency, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Agency may have.
13. Failure to Enforce. Failure by the Agency at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Agency to enforce any provision at any time in accordance with its terms.
14. Final Payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor shall execute and deliver to the Agency a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State’s claims against Contractor under this contract.
15. Force Majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such

party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.

16. HIPAA Compliance. Contractor agrees to comply with the “Administrative Simplification” provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
17. Indemnification. To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney’s fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State’s sole discretion, 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 State. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State’s concurrence, which the State shall not unreasonably withhold.
18. Independent Contractor Status. Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor’s personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Agency, and the Agency shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The Agency shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the Agency shall not provide to Contractor any insurance coverage or

other benefits, including Worker’s Compensation, normally provided by the State for its employees.

19. Integrated Agreement/Merger. This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Contractor on the basis of draftsmanship or preparation hereof.
  
20. (Contract Modification means any written alteration in contract requirements, deliverables, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract. Modifications must be approved by the PSCRB pursuant to Section 7-111 (Modifications) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*. Modifications shall not grant extra compensation, fee, or allowance to any Contractor after service is rendered or contract is made, unless contemplated within the contract itself or unless the scope of services is increased). Modification or Renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.
  
21. No Limitation of Liability. Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.
  
22. Notices. All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Agency:	For Contractor:
[Name, Title]	[Name, Title]
[Agency Name]	[Contractor Name]
[Address]	[Address]
[City, State, Zip]	[City, State, Zip]

23. Non-solicitation of Employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.

24. Oral Statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Agency and agreed to by Contractor.
25. 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.
26. (Please make sure you list all documents to be considered including amendments to the procurement or response, etc. In addition, make sure the order of these documents always has State's documents first, and Contractor's documents last, in order to ensure that State's documents always take precedence. Consult with your Attorney General Counsel if you have questions on the order of precedence. Delete if no documents need to be included.) Priority. The contract consists of this agreement with exhibits, the procurement Invitation for Bids [2020BSCMP] (hereinafter referred to as IFB and attached as Schedule [ ]), and the response bid dated [July 27, 2020] by [CONTRACTOR NAME] (hereinafter referred to as Bid and attached as Schedule [ ]). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement with exhibits and, if still unresolved, by reference to the IFB and, if still unresolved, by reference to the Bid. Omission of any term or obligation from this agreement or attached Schedules [ ] or [ ] shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
27. Quality Control. Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the Agency.
28. Record Retention and Access to Records. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three-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-year period, whichever is later.

29. Recovery of Money. Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the Agency, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the Agency. The rights of the Agency are in addition and without prejudice to any other right the Agency may have to claim the amount of any loss or damage suffered by the Agency on account of the acts or omissions of Contractor.
30. Right to Audit. Contractor shall maintain such financial records and other records as may be prescribed by the Agency or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the Agency, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.
31. Right to Inspect Facility. The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.
32. 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.
33. State Property. Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.
34. 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.
35. Unsatisfactory Work. If, at any time during the contract term, the service performed or work done by Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

36. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.
  
37. Requirements Contract. During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the Agency shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the Agency for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the Agency is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the Agency may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

**ATTACHMENT H**

[Type of Services] **Services Contract Discrepancy Report**

[Type of Services] **located at:** \_\_\_\_\_  
\_\_\_\_\_

**Date and Time of Service:** \_\_\_\_\_

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

**Discrepancy or Problem:** (Describe in detail; attach supporting document; include reference to specification requirement; and attach continuation sheet if necessary).

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

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Contractor Response as to Cause, Corrective Action, and/or Actions to Prevent Recurrence:**  
(Cite applicable existing or new Quality Control Program or Procedures; and attach continuation sheet if necessary).

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

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Contracting Agency Evaluation and Action:** (Partial or full acceptance, rejection, payment deduction, cure notice, show cause, termination, other; attach continuation sheet if necessary).

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

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

