

Ellisville State School



Dr. Rinsey McSwain
Director

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Contractor Quote Sheet

Ellisville State School seeks to contract for Medical Waste Disposal services for its main campus located at 1101 Highway 11 South, Ellisville, MS 39437 as well as a satellite location at South Mississippi Regional Center located at 1170 West Railroad Street, Long Beach, MS 39560. Submission of a quote constitutes acceptance of the terms of the contract to be awarded.

The contract for services shall be for one (1) twelve (12) month period from July 01, 2024 through June 30, 2025. The Agency at its discretion may offer additional contract renewals for up to but no more than four (4) additional one (1) year periods at the same terms and conditions and are not guaranteed. The successful contractor agrees to the price or rate of pay quoted on Attachment "B."

The successful contractor must provide a Certificate of Insurance (COI) naming Ellisville State School as an additional named insured for the following coverages: Workers Compensation at the statutory minimum amount of coverage for the State of Mississippi: \$1,000,000.00 for General Liability.

In this competitive procurement process, a contract shall be awarded based solely on the lowest price (or rate) quoted by a company deemed responsive and responsible. Attachment "A" of this bid details the Scope of Work. Attachment "C" of this bid, titled "Sample Contract for Medical Waste Disposal Services," outlines the terms and conditions to be found in the awarded contract.

All quotes may be submitted on this quote sheet to: Heather Rozar-Abney, Procurement Officer: Ellisville State School; 1101 Highway 11 South, Ellisville, MS 39437; Heather.Rozarabney@ess.ms.gov; 601-477-5615.

Quotes may be submitted via hand delivery, USPS, or electronically to the above email address. Quotes will be accepted between the hours of 9:00 am and 4:30 pm Monday through Friday, Deadline for quote submission is **June 14, 2024, 12:00 PM CST.**

NAME OF FIRM/COMPANY

AUTHORIZED REPRESENTATIVE (Print)

ADDRESS (TO INCLUDE CITY/STATE/ZIP)

PHONE NUMBER

EMAIL ADDRESS

AUTHORIZED REPRESENTATIVE SIGNATURE

DATE

MS VENDOR ID NUMBER

Attachment A
Scope of Work

1. The awarded Contractor shall provide a pick-up and disposal system for disposal of types of Medical Waste at the Agency's main campus location, 1101 Highway 11 South, Ellisville, MS 39437 and its satellite location, South Mississippi Regional Center, 1170 West Railroad Street, Long Beach, MS 39560.
2. The following items, which may not be all inclusive, generated by this Agency shall fall under Medical Waste:
 - a. Blood and blood products
 - b. Cultures and material used for cultures
 - c. Syringes and needles
 - d. Contaminated equipment
 - e. Pathologic waste
 - f. Sharps
 - g. Contaminated food
 - h. Patient care waste
 - i. Hepatitis Carrier waste
 - j. Pharmaceuticals and drugs
 - k. Out-dated drugs
 - l. Chemotherapeutic related waste
 - m. All waste containers shall be furnished by the Contractor. No corrugated boxed shall be used.
3. The Contractor shall be licensed/certified and governed by the Mississippi Department of Health, Pollution, OSHA, EPA and this Agency's rules and regulations. The Contractor shall supply the Agency with a copy of their Medical Waste Transporter's Permit. The Contractor is responsible for compliance with Federal, State and Local laws and regulations applicable to medical waste disposal.
4. The Contractor shall provide technical assistance to the Agency to inform, educate, and update staff on medical waste management and control.
5. The Contractor shall provide all labor and equipment necessary to perform an acceptable pick-up, transportation and disposal of contaminated medical waste. Contaminated medical waste shall be rendered non-infectious and disposed of in an authorized disposal site. The Contractor shall furnish medical waste containers and liners in quantities prescribed by the Agency. The Contractor is responsible for providing one new liner per container each time the medical waste is picked up.
6. The Agency will require the Contractor to provide a pick-up of all medical waste as specified on a schedule convenient to the Agency, the frequency may be weekly or monthly depending upon the need of the Agency. Pickup must be on a week day (Monday – Friday), normally on a Tuesday, between the hours of 8:00 a.m. and 2:00 p.m.
7. The Weekly estimated total of containers shall be 20 – 30 containers for Ellisville location and 8 – 12 containers for the Long Beach location. The Agency shall consolidate the medical waste whenever possible. Contractor shall submit a detailed monthly invoice, listing date of pick up, number of containers and at which location containers where picked up.
8. A manifest form must be completed by the Contractor at time of pick-up, a copy given to the Agency's representative. The waste becomes the property and responsibility of the Contractor at the time of pick-up.
9. After material is incinerated by the Contractor, a complete copy of the manifest with a certificate of destruction must be returned to the Agency with a copy of the invoice.

- 10. Contractor-Furnished Property:** Contractor shall provide 28 Gallon reusable and 33 Gallon Disposable containers for backup use. Enough containers shall be supplied so as Agency has sufficient containment of medical waste at each location.

Attachment B
Quote Form

Location	Size of Container	Amount of pick up and disposal
Ellisville State School 1101 Highway 11 South Ellisville, MS 39437	28 Gal. Reusable/33 Gal Disposable for backup (epidemic)	\$_____ per container Approx. 20-30 Containers weekly.
South Mississippi Regional Center 1170 West Railroad Street Long Beach, MS 39560	28 Gal. Reusable/33 Gal Disposable for backup (epidemic)	\$_____ per container Approx. 8-12 Containers weekly.

Attachment "C"
SAMPLE CONTRACT

CONTRACT FOR PROFESSIONAL SERVICES

This contract agreement for professional services is entered into by and between, Ellisville State School, hereinafter referred to as the "Agency" and Successful Contractor hereinafter referred to as the "Contractor".

For the purposes of this contract, the Contractor shall operate as an "Independent Contractor" as set out below.

11. Commencing July 1, 2024, the Contractor shall provide services as they relate to Medical Waste Pickup and Disposal for the Agency's main campus located at 1101 Highway 11 South, Ellisville, MS 39437 and its satellite location, South Mississippi Regional Center, 1170 West Railroad Street, Long Beach, MS 39560.
12. The following items, which may not be all inclusive, generated by this Agency shall fall under Medical Waste:
 - a. Blood and blood products
 - b. Cultures and material used for cultures
 - c. Syringes and needles
 - d. Contaminated equipment
 - e. Pathologic waste
 - f. Sharps
 - g. Contaminated food
 - h. Patient care waste
 - i. Hepatitis Carrier waste
 - j. Pharmaceuticals and drugs
 - k. Out-dated drugs
 - l. Chemotherapeutic related waste
 - m. All waste containers shall be furnished by the Contractor. No corrugated boxed shall be used.
13. Pay scale is based on Rate provided in attachment "B" per container. The Weekly estimated total of containers shall be 20 – 30 containers for Ellisville location and 8 – 12 containers for the Long Beach location. The Agency shall consolidate the medical waste whenever possible. Contractor shall submit a detailed monthly invoice, listing date of pick up, number of containers and at which location containers where picked up. Pickup shall be scheduled at a frequency convenient to the Agency on a weekly or monthly basis depending upon the needs of the Agency. This pickup schedule once determined by the Agency's authorized authority shall remain consistent throughout the term of the contract.
14. The Agency will require the Contractor to provide a pick-up of all medical waste as specified above on a week day (Monday – Friday), normally on a Tuesday, between the hours of 8:00 a.m. and 2:00 p.m.
15. The Contractor shall provide technical assistance to the Agency to inform, educate, and update staff on medical waste management and control. A minimum of two (2) staff in-services shall be conducted annually.
16. The Contractor shall provide all labor and equipment necessary to perform an acceptable pick-up, transportation and disposal of contaminated medical waste. Contaminated medical waste shall be rendered non-infectious and disposed of in an authorized disposal site. The Contractor shall furnish medical waste containers and liners in quantities prescribed by the Agency. The Contractor is responsible for providing on new liner per container each time the medical waste is picked up.
17. The Contractor shall be licensed/certified and governed by the Mississippi Department of Health, Pollution, OSHA, EPA and this Agency's rules and regulations. The Contractor shall supply the Agency

with a copy of their Medical Waste Transporter's Permit. The Contractor is responsible for compliance with Federal, State and Local laws and regulations applicable to medical waste disposal.

18. The Contractor shall furnish the Agency's Contracting Officer with a copy of their current approved license/certification for medical waste disposal. Should the license/certification expire during the contractual period, Contractor must provide the updated license/certification to the Contracting Officer.
19. The Agency's authorized representative, the Infection Control Nurse or Designee, is empowered to accept and approve or reject the services furnished by the Contractor in compliance with the provisions of this contract. The engagement period of the contract shall begin on July 01, 2024 and end on June 30, 2025. The Agency reserves the right to renew the contract for an additional four (4) one (1) year periods at the sole discretion of the Agency.
20. A manifest form must be completed by the Contractor at time of pick-up, a copy given to the Agency's representative. The waste becomes the property and responsibility of the Contractor at the time of pick-up.
21. After material is incinerated by the Contractor, a complete copy of the manifest with a certificate of destruction must be returned to the Agency with a copy of the invoice.
22. 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.
23. Approval: 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.
24. 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.
25. Change in Scope of Work: The Agency may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Agency and Contractor.

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

26. Compliance with Laws: Contractor understands that the State of Mississippi 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.

- 27. 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.*
- 28. 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;
 - 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.

- 29. Insurance, Bond, or Other Surety:** Contractor represents that it will, at its own expense, obtain and maintain insurance, bond, or other surety which shall include at a minimum, the following types and coverage limits:
- a. **Workers Compensation** coverage as required by the State of Mississippi. The policy shall provide coverage for all states of operation that apply to the performance of scope of work.
 - b. **Comprehensive General or Commercial Liability** – at least \$1,000,000 each occurrence for bodily injury, personal injury, accidental death, and property damage.

Additionally:

- In no event shall the requirement for an insurance, bond, or other surety be waived.
- All insurance policies will list the State of Mississippi as an additional insured.
- All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
- Contractor shall submit to Agency within fourteen (14) days of notification of intent to award, a certificate of insurance and/or bond which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within fourteen (14) day period may be cause for your bid to be declared non-responsive or for your contract to be cancelled.
- Contractor shall obtain at Contractor's expense the insurance and/or bond requirements specified in the procurement and contract prior to performing under this Contract, and Contractor shall maintain the required insurance and/or bond coverage throughout the duration of this Contract and all warranty periods. There are no provisions for exceptions to this requirement.
- Contractor shall not commence work under this contract until it obtains all insurance and/or bond required under this provision and furnishes a certificate or other form showing proof of current coverage to the State.

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

- Contractor shall submit renewal certificates as appropriate during the term of the contract.
 - Contractor shall instruct the insurers to provide the Agency thirty (30) days advance notice of any insurance cancellation.
 - Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance and/or bond coverage(s), that written notice will be delivered to the Agency Chief Procurement Officer.
 - There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance and/or bond coverage(s) to Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Agency.
- 30. Modification:** 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.
- 31. Price Adjustment:** Any adjustment to contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:
- a. By agreement on a fixed price adjustment before commencement of the additional performance;
 - b. By unit prices specified in the contract.
- 32. 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.
- 33. Procurement Regulations:** The contract shall be governed by the applicable provisions of the *PPRB OPSCR 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>.
- 34. Renewal of Contract:** Upon written agreement of both parties at least thirty (30) days prior to each contract anniversary date, the contract may be renewed by the Agency for a period of four (4) successive one-year period(s) under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed four (4).
- 35. 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.
- 36. Representation Regarding Gratuities:** The 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 *PPRB OPSCR Rules and Regulations*.
- 37. Stop Work Order:**
- a. ***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:
 - i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Default clause or the

Termination for Convenience clause of this contract.

- b. *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:
 - i. 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,
 - ii. 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.
- c. *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.
- d. *Adjustment 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.

38. 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.

39. 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 Chief 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 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," in cost-reimbursement contracts, "Termination"). (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 (d) (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.
- 40. 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.
- 41. 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.
- 42. 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 Mississippi 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.
- 43. 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.
- 44. 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.

- 45. 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.
- 46. 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.
- 47. 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.
- 48. 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.
- 49. 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.