

# INVITATION FOR BID



## **FY2025 School Bus Bid**

**The Mississippi Department of Education  
Office of Safe and Orderly Schools  
RFx Number 3160006403**

**Submission Deadline Date: 3/12/2024**

By submitting a BID, the Offeror 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.

# INVITATION FOR BID

RFx Bid Number: <b>3160006403</b>	Bid Title: <b>FY2025 School Bus bid</b>
Dates of Advertisements: <b>1<sup>ST</sup> advertisement – Monday, February 5, 2024</b> <b>2<sup>nd</sup> advertisement – Monday, February 12, 2024</b>	Program Office:  Safe and Orderly Schools
Deadline for Questions: <b>Thursday, February 22, 2024</b>	<b>Bid Due Date and Time:</b> <b>Tuesday, March 12, 2024, at 10:00 a.m. (CST)</b>
Dates to Post Answers: <b>Tuesday, February 27, 2024</b>	<b>Bid Opening Time: must be date bid opens</b> <b>Tuesday, March 12, 2024, at 1:00 P.M. (CST)</b>
Term of Anticipated Contract: <b>July 1, 2024 – June 30, 2025</b>	<b>Contract Approval: SBE scheduled meeting</b> <b>Thursday, May 16, 2024</b>
<b>Date Delivery Required, if applicable:</b>	<b>Delivery location F.O.B. (Destination):</b>

You are invited to participate in this Invitation for Bid (IFB). Please submit your bid response in conformance with the instructions specified herein. By submitting a bid response, the bidder agrees and promises to sell, furnish, and deliver to the State all products and services contained in this IFB for which a contract is awarded by the State. The bidder shall fully perform the contract in accordance with all specifications, terms and conditions, and requirements contained in the IFB.

Written acceptance of the bidder's bid response by the State, by issuance of a purchase order or contract, constitutes a binding contract made and entered into by and between the Mississippi State Department of Education through the Procurement Director named above, and the bidder named below:

<b>Bidder Company Name:</b>			
<b>Street Address:</b>			
<b>P.O. Box:</b>	<b>City</b>	<b>State:</b>	<b>Zip Code:</b>
<b>Toll Free Telephone:</b>	<b>Telephone:</b>	<b>Fax:</b>	
<b>Federal I.D. or Social Security No.:</b>		<b>E-Mail:</b>	
<b>Type or Print Name of Person Signing:</b>		<b>Title:</b>	
<b>Authorized Signature:</b>			<b>Date:</b>

**The Mississippi Department of Education  
Terms and Conditions**

***FY2025 School Bus Bid***

**1. PREPARATION OF BID**

The Invitation for Bid (IFB) may be submitted electronically or shipped to the Mississippi Department of Education (MDE). **The complete bid packet including all attachments shall be submitted in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF) only.** *In person delivery of bids will not be accepted or considered for an award.*

Shipped to:  
(USPS, UPS, Fed Ex)

The Mississippi Department of Education  
(FY2025 School Bus Bid – Opening Date: March 12, 2024)  
**ATTN: Monique Corley**  
RFx Number: 3160006403  
Office of Procurement  
359 North West Street  
Jackson, MS 39201  
**(DO NOT OPEN)**

All bids submitted shall be in compliance with all conditions stated herein. All bid prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed, in ink, by the person signing bid. The MDE will not be responsible for delivery delays of lost packets. All risk of late arrivals due to unanticipated delays – whether delivered by shipping or electronic method – is entirely on the bidder.

1. To submit bids electronically, bidders must be [registered](#) in the MAGIC system as a State of MS Supplier, have a login, password, and supplier number and meet all technical requirements to upload bid packet. Please contact mash [mash@dfa.ms.gov](mailto:mash@dfa.ms.gov) for help. Please visit and register at DFA: Mississippi Suppliers (Vendors) ([ms.gov](http://ms.gov)). If assistance is required, contact MASH help desk at 601-359-1343 at least 72 hours in advance of the due date for submission. Bids received after the time designated in the solicitation shall be considered late and shall not be considered for award.
2. Failure to examine any drawings, specifications, and instructions will be at bidder's risk.
3. Price each item separately. Unit prices shall be shown. Bid prices must be net.
4. Price options shall not be included or considered unless specified in the solicitation.
5. It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the bidder.
6. Information must be furnished according to bid specifications. If required, bid evaluation cuts, sketches, descriptive literature and technical specifications covering the product offered must be submitted. Previous submitted literature or bid information on file will not be accepted.
7. Time Performance. The number of calendar days in which delivery will be made after receipt of order shall be indicated in the bid specifications.

## **2. GIFTS, REBATE, GRATUITIES**

- a. Acceptance of gifts from bidders is prohibited. No officer or employee of the MDE, nor any head of any state department, institution or agency, nor any employee of any state department, institution or agency charged with responsibility of initiating requisitions, shall accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract for the purchase of materials, supplies, or equipment for the State of Mississippi may be awarded, by rebate, gifts, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future rewards or compensation.
- b. Bidding by state employees is prohibited. It is unlawful for any state official or employee to bid on, or sell, or offer for sale, any merchandise equipment or material, or similar commodity to the State during the tenure of his or her office or employment, or for the period prescribed by law thereafter, or to have any interest in the selling of the same to the State.

## **3. TAXES**

The Mississippi Department of Education is exempt from federal excise taxes and state and local sales or use taxes. Bidders must quote prices that does not include such taxes. The MDE state sales tax exemption number is LR.11.099. Upon request, the Office of Accounting can furnish a tax-exempt letter of certificate. Contractors making improvements to, additions to or repair work on real property on behalf of MDE are liable for any applicable sales or use tax on the purchase of tangible personal property for use in connection with contracts. Contractors are liable for any applicable use tax on tangible personal property furnished to them by MDE for use in connection with their contracts.

## **4. SPECIFICATION CLARIFICATION**

It shall be incumbent upon all bidders to understand the provisions of the specifications and to obtain clarification prior to the time and date set for the bid opening. Such clarification will be answered only in response to a written request submitted in the specified amount of time set by the MDE. The MDE reserves the right to specify a time frame in which clarification requests shall be made.

## **5. INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL**

Any disclosure of materials, documents, data, and other information which bidder 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 bid 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 bidder shall rest with bidder. Disclosure of any confidential information by bidder without the express written approval of the MDE shall result in the immediate termination of this agreement.

## **6. SUBMISSION OF BID**

All bids shall be signed and sealed. The bidder's name and address must be listed on the outside of the envelope, along with the date of the bid opening, and the bid file number. Bids, bid modifications, or corrections received after **10:00 a.m., Central Standard Time (CST), on March 12, 2024**, will not be accepted.

- a. When submitting a bid electronically, the authorized signature may be typed or be an electronic signature.

When submitting the response to the IFB electronically, all questions must be answered within the IFB and a response must be submitted for all proposed items in bid.

## **7. NONRESPONSIVE BIDS**

Nonresponsive bids will not be considered. A non-responsive bid is considered to be a bid that does not comply with the minimum provisions of the specification. Any bidder found to repeatedly offer alternated products that are not compliant with specifications in an attempt to obtain a contract on the basis of pricing only will be disqualified from bidding for a period of 24 months.

## **8. BID OPENINGS**

Bid openings will be open to the public. The bid opening will serve only to open and read the bid price on each bid. No discussion will be entered into with any bidder as to the quality or provisions of specifications. No award will be made either stated or implied at the bid opening. At the completion of the bid call all bids will be reviewed by program staff to ensure all specifications have been met prior to awarding of a contract.

All offerors are invited to participate in the bid call process. The bid call will take place on March 12, 2024, at 1:00 p.m. (CST) at the Mississippi Department of Education, located at 359 N. West St. Jackson, MS 39201.

## **9. BID INFORMATION**

Bid information and documents may be examined pursuant to the Mississippi Public Records Act of 1983, MS Code 25-61-1 et seq.

## **10. PRECEDENCE**

Bids shall be made, and the contract shall be entered into in accordance with the General Conditions as hereinafter amended and modified. Should a conflict exist between the General Conditions and the Instructions and Special Conditions, the Instructions and Special Conditions shall take precedence.

## **11. COMPETITION**

There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given to the U.S. Government. Bidders may bid lower than U.S. Government contract price without any liability as the State is exempt from the provisions of the Robinson-Patman Act and other related laws. In addition, the U.S. Government has no provisions in any of its purchasing arrangements with bidders whereby a lower price to the State must automatically be given to the U.S. Government.

## **12. ERROR IN BID**

Any errors in the extension of prices in the bid, the unit price will govern. No bid shall be altered or amended after the specified time for opening bids.

Any errors found in bid; bidder must submit a bid modification to the MDE prior to the due date specified in the IFB. Erroneous bids, where the mistake is apparent the MDE may correct or delete the error during the bid.

## **13. SPECIAL DISCOUNT PERIOD**

Time in connection with a special discount offered will be computed from date of delivery at destination or from the date correct invoices are received if the latter date is later than the date of delivery. Cash discounts will not be considered in the award process.

#### **14. ACCEPTANCE OF BIDS/RESERVED RIGHTS**

The Mississippi Department of Education (MDE) reserves the right to determine the lowest and/or best bid, reject any and/or all bids, to waive any informality in bids and unless otherwise specified by the bidders, to accept any items on the bid. The MDE reserves the right to modify or cancel in whole or in part its IFB.

#### **15. FIRM BID PRICE**

Prices quoted shall be firm for the term of the contract except that MDE shall receive the benefit of any price decrease in excess of five (5) percent. The contractor must provide written price reduction information within ten (10) days of its effective date.

The price bid for each item is the full purchase price, material or service costs, and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the bid.

#### **16. AWARD**

It is the intent of the MDE to award a contract to the lowest responsible bidder meeting specifications when all parties sign from July 1, 2024, through June 30, 2025. The MDE reserves the right to determine the lowest responsible bidder on the basis of an individual item, group of items, or in any way determined to be in the best interests of the MDE. Award shall be based on the following factors: (A) adherence to all conditions and requirements of the bid specifications; (B) price; (C) qualifications of the bidders, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (D) delivery or completion date; (E) product appearance, workmanship, finish, and overall quality; (F) warranty provisions; and (G) any bid that does not meet the requirements set out in the specifications shall not be considered for the award.

Unless specified otherwise in the bid, the MDE may accept any item or group of items of any kind.

The contract shall consist of the Terms and Conditions, Special Conditions, the successful bidder's bid and the written purchase order or contract award. The contract shall not be assignable in whole or in part without the written consent of the MDE.

#### **17. APPLICATION**

It is understood and agreed by the bidder that any contract entered into as a result of this IFB is established for use by the MDE and all purchases made by these agencies for products included under the provisions of the contract shall be purchased from the bidder receiving the award unless exempt by special authorization from the MDE.

Under the provisions of Section 31-7-7 Mississippi Code of 1972, Annotated, the prices offered herein shall be extended to the governing authorities. However, the governing authorities, by provisions of Section 31-7-12 Mississippi Code, may purchase products covered by state contracts from any source offering an identical product at a price that does not exceed the state contract price.

Employees of the MDE have acted exclusively as agents of the State for the award, consummation, and administration of the contract and are not liable for any performance or nonperformance by the state agencies that utilize the contract.

## **18. ADDENDA**

Addenda modifying plans and/or specifications may be issued if time permits. No addendum will be issued within a period of two (2) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the two (2) day period prior to the bid opening, the bid date will be reset to a date not less than five (5) working days after the date of the addendum, giving bidders ample time to comply with the addendum. When replying to a bid request on which an addendum has been issued, and the specifications require acknowledgement, the bid shall indicate that provisions of the addendum have been noted and that the bid is being offered in compliance therewith. Failure to make this statement may result in the bid being rejected as not being in accordance with the revised specifications or plans.

## **19. CONTRACT EXTENSION**

- a. Automatic contract renewals or extensions are not allowed. Contracts must be extended or renewed with the proper documents signed or approved by the MDE.
- b. The MDE reserves the right to extend the term of a contract, when necessary, to continue a source of supply whenever new or replacement contracts are not completed prior to the expiration date. Such extensions are dependent upon the agreement of the Contractor and shall not exceed three (3) months.

## **20. SUBSTITUTIONS DURING CONTRACT**

During the term of a contract, if adequate documentation is provided that supports the claim that the contract item(s) are not available, items which meet the minimum specifications may be substituted if approved by the MDE and the substitutions are deemed to be in the best interest of the State.

## **21. ORDER OF COMMUNICATIONS BY AMENDMENT**

Any and all corrections and changes, clarifications, etc., communicated between the MDE and the vendor shall be in writing. Vendor(s) shall assume all risks if acting otherwise. Questions and/or correspondence relating to this bid must be emailed to the attention of the Office of Safe and Orderly Schools at [jtillman@mdek12.org](mailto:jtillman@mdek12.org) by Thursday, February 22, 2024, at 5:00 p.m. (CST). Responses will be posted to the MDE website at [www.mdek12.org](http://www.mdek12.org) under the Public Notices section and will be available to the general public by Tuesday, February 27, 2024. A copy of any corrections, changes or clarification to the bid shall be submitted to Monique Corley, Office of Procurement, The Mississippi Department of Education, 359 North West Street, Jackson, MS 39201.

## **22. WARRANTY**

Vendor warrants that all goods and services furnished hereunder shall conform in all respects to the terms of this solicitation, including any drawings, specifications or standards incorporated herein, and they shall be free from latent and patent defects in materials, workmanship and title, and shall be free from such defects in design. In addition, the vendor warrants that said goods and services shall be suitable for, and shall perform in accordance with, the purposes for which they are purchased, fabricated, manufactured, and designed for such other purposes as are expressly specified in this solicitation. The MDE may return any nonconforming or defective items to the vendor or require correction(s) or replacement(s) of the item at any time the defect is discovered, all at the vendor's risk and expense. Acceptance shall not relieve the vendor of its responsibility.

## **23. NON-DISCRIMINATION CLAUSE**

The bidder agrees not to discriminate against any employee or applicant for employment to be employed in the performance of such contract, with respect to hire, tenure, terms, conditions or privileges, of employment, or any

matter directly or indirectly related to employment, because of race, color, religion, natural origin, age, sex, height, weight or marital status. The bidder further agrees to require similar provisions from subcontractors or suppliers.

## **24. INSPECTION**

Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. During manufacture, the right is reserved to reject articles which contain defective material and workmanship. Rejected material shall be removed by and at the expense of the contractor promptly after notification or rejection. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the State or any subdivision thereof for such materials or supplies as are not in accordance with the specification. In the event necessity requires the use of materials or supplies not conforming to the specification, payment therefore may be made at a proper reduction in price.

## **25. WAIVER**

The MDE reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the State.

## **26. PAYMENT TERMS**

Payment will be made by the local education agency after delivery, inspection and acceptance of products or services under this contract and receipt of a correct invoice. All invoices and payment inquiries must be directed to the local educational agency requesting products and service.

## **27. CANCELLATION**

Any contract or item award may be canceled with or without cause by the State with the giving of 30 days written notice of intent to cancel. Cause for the State to cancel may include, but is not limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the contract; or failure to perform to contract conditions. The Contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the Contractor within a period of 30 days following the date of expiration or cancellation. Cancellation by the State does not relieve the Contractor of any liability arising out of a default or nonperformance. If a contract is canceled by the State due to a Contractor's request for increase in prices or failure to perform, that Contractor will be disqualified from bidding for a period of 24 months. The Contractor may cancel a contract for cause with the giving of 30 days written notice of intent to cancel. Cause for the Contractor to cancel may include but is not limited to the item(s) being discontinued and/or unavailable from the manufacturer.

## **28. FORCE MAJEURE**

If MDE is closed for any reason, including but not limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire earthquakes, floods, or other natural disasters (the "Force Majeure Events"), which closure prevents the opening of bids at the advertised date and time, all bids received shall be publicly opened and read aloud on the next business day that MDE shall be open and at the previously advertised time. The new date and time of the bid opening as determined in accordance with this paragraph, shall not be advertised, and all bidders, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be received by MDE until the new date and time of the bid opening as set forth herein. The agency shall not be held responsible for the receipt



of any bids for which the delivery was attempted and failed due to the closure of MDE as a result of Force Majeure Event. Each bidder shall be required to ensure the delivery and receipt of its bid by the agency prior to the new date and time of the bid opening.

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 cause 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 MDE 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 MDE determines it to be in its best interest to terminate this agreement.

The contractor shall not be deemed in default of this Agreement, nor shall it be held responsible for, any interruption or delay in the performance of its obligations due to causes such as: acts of God; acts of war; act of terrorist; 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. The contractor must notify **Brian McGairty**, Director of Safe and Orderly Schools at 601-359-1028 within 15 days after the cause of the delay and takes all steps reasonably necessary to mitigate the effects of the force majeure event. If a force majeure event extends for a period in excess of 30 days in the aggregate, either Party may immediately terminate this Agreement upon written notice.

## **29. INDEMNIFICATION**

The vendor shall protect, defend, and save the MDE, its officials, employees, departments and agents harmless against any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract; and from suits or a charge of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by the party or parties by or from any of the acts of the contractor, their employees, or agents; from all liability claims, demands, judgments and expenses to the persons or property occasioned, wholly, or in part, by the acts or omissions of contractor, agents or employees.

## **30. SUSPENSION AND DEBARMENT CERTIFICATION**

By signing the IFB cover page, the bidder is certifying that neither the bidder nor any potential subcontractors are debarred or suspended or are otherwise excluded from or ineligible for participation in Federal assistance programs.

## **31. 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 proposal, 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 proposal, 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 proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

## **32. ASSIGNMENT**

The Contract shall not assign or subcontract in whole or in part, its rights or obligations under this agreement without prior written consent of the MDE.

## **33. RIGHT TO PROTEST**

A. Interested Party means an actual or prospective bidder that may be aggrieved by the solicitation or award of a contract, or by the protest.

B. Protestor means any actual or prospective bidder who is aggrieved in connections with the solicitation or the award of a contract who files a protest.

C. Special Assistant Attorney General shall mean the individual assigned by the Attorney General to provide legal assistance to the State agency.

### **33.1 Procedures for Filing Protests**

Protester should seek resolution of their complaints initially with the office that issued the solicitation.

Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a contract may protest to the Agency Head and provide a copy the Department of Finance and Administration Director of the Office of Purchasing, Travel, and Fleet Management. The protest shall be submitted in writing within seven (7) calendar days of the award or within seven (7) calendar days of the solicitation posting if the protest is based on the solicitation.

A protest is considered filed when received by the Agency head. Protests filed after the seven (7) day period shall not be considered.

To file a protest directly to the PPRB, the aggrieved party shall file a protest with the Office of Purchasing, Travel, and Fleet Management within seven (7) calendar days after the aggrieved party knew or should have known of the facts and circumstances upon which the protest is based, but in no event later than seven (7) days of the solicitation posting or award.

### **33.2 Content of Protest**

The written protest letter shall contain:

- The name and address of the protester.
- An appropriate identification of the procurement, the procurement number and if a contract has been awarded.

- An explanation of the specific basis for the protest.
- The protesting bidder must provide facts and evidence to support the protest.
- Provide statement of reason for the protest, supporting exhibits, evidence, or documents to substantiate any claim unless not available within the filing time in which case the expected availability date shall be indicated.
- Place protest letter in an envelope clearly marked "Protest"
- A protest is considered filed when received by the MDE, or designee. Protests filed after the seven (7) calendar days shall not be considered.

**Address:** Mississippi Department of Education  
c/o Superintendent of Education  
Protest Letter  
RFx Number:  
359 North West Street  
Jackson, MS 39201

### **33.3 Protest Decision**

The MDE in collaboration with the Special Assistant Attorney General shall promptly issue a decision in writing. The decision shall:

- (a) state the reason for the action taken; and
- (b) inform the protestant of its right to administrative review.

If the agency is closed for any reason, including but not limited to: acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"), which closure prevents the opening of bids at the advertised date and time, all bids received shall be publicly opened and read aloud on the next business day that the agency shall be open and at the previously advertised time. The new date and time of the bid opening, as determined in accordance with this paragraph, shall not be advertised, and all bidders, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be received by the agency until the new date and time of the bid opening as set forth herein. The agency shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of the agency as a result of a Force Majeure Event. Each bidder shall be required to ensure the delivery and receipt of its bid by the agency prior to the new date and time of the bid opening.

### **STANDARD TERMS AND CONDITIONS**

Certain terms and conditions are required for contracting. Therefore, the Offeror shall assure agreement and compliance with the following standard terms and conditions.

#### **1. ACCESS TO RECORDS**

Contractor agrees that the MDE, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of Contractor related to Contractor's charges and performance under this agreement. Such records shall be kept by Contractor for a period of three (3) years after final payment under this agreement, unless the MDE authorizes their earlier disposition. Contractor agrees to refund to the MDE any overpayment disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

## **2. 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.

## **3. APPLICABLE LAW**

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law 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.

## **4. 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.

## **5. 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.

## **6. 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.

## **7. AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the MDE to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, 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 MDE, the MDE 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 MDE of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

## **8. BACKGROUND CHECKS**

Contractor and/or its employees represents neither has ever been convicted or pled guilty or entered a plea of nolo contendere to a felony in any court of the state of Mississippi, another state, or in federal court in which public funds were unlawfully taken, obtained or misappropriated in the abuse or misuse of any office or employment or money coming into its hands by virtue of any office or employment. Contractor and/or its employees agrees to an initial criminal background check to be performed as well as subsequent criminal background checks that may be necessary and all charges associated with these criminal background checks will be the responsibility of Contractor, if applicable. Any disqualifying information received from the criminal background check will render this agreement null and void.

## **9. BOARD APPROVAL**

It is understood that if this contract requires approval by the Mississippi State Board of Education, and this contract is not approved by the Mississippi State Board of Education, it is void and no payment shall be made hereunder.

## **10. CHANGES IN SCOPE OF WORK**

The MDE 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 MDE and Contractor.

If Contractor believes that any 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 MDE in writing of this belief. If the MDE believes that the work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changes and at the cost stated for the work within the contract.

## **11. COMPLIANCE LAWS**

Contractor understands that the MDE 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.

## **12. CONFIDENTIALITY**

Notwithstanding any provision to the contrary contained herein, it is recognized that MDE is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Miss. Code Ann. §§ 25-61-1 *et seq.* If a public records request is made for any information provided to MDE pursuant to this agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, the MDE shall follow the provisions of Miss. Code Ann. §§ 25-61-9 and 79-23-1 before disclosing such information. The MDE shall not be liable to the Contractor for disclosure of information required by court order or required by law.

## **13. CONTRACTOR PERSONNEL**

Contractor agrees that, at all times, the employees of contractor furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike, and dignified manner.

The MDE 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 MDE reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the MDE in a timely manner and at no additional cost to the MDE. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

MDE reserves the right to request changes in personnel assigned to the project. The MDE Project Manager must pre-approve any changes in key personnel through the contract term. Substitutions are not permitted without written approval of the MDE Project Manager.

## **14. COPYRIGHTS**

Contractor agrees the MDE shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this agreement. Further, Contractor hereby grants to the MDE a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of this agreement, but which is incorporated in the material furnished under the agreement. This contract is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

Contractor further agrees that all material produced and/or delivered under this contract will not, to the best of Contractor's knowledge, infringe upon the copyright or any other proprietary rights of any third party. Should any aspect of the materials become, or in Contractor's opinion be likely to become, the subject of any infringement claim or suit, Contractor shall procure the rights to such material or replace or modify the material to make it non-infringing.

## **15. 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 qualification, 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 qualification, 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 paragraph two (2) and (3) of this certification; and,
- (5) has not, within a three-year period preceding this qualification, had one or more public transactions (federal, state, or local) terminated for cause or default.

## **16. 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 Miss. Code Ann. §§ 25-61-1 *et seq.*

## **17. 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 Ann. § 31-7-301 *et seq.*

## **18. 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 Ann. §§ 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:

- (1) 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;
- (2) (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- (3) both. In the event of such cancellation/termination, Contractor would also be liable for any additional cost incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

## **19. 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 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.

## **20. 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 cause 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 MDE 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 MDE determines it to be in its best interest to terminate this agreement.

## **21. 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 upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. 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 concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

## **22. INDEPENDENT CONTRACTOR**

Contractor shall perform all services as an independent contractor and shall at no time act as an agent for the State. No act performed, or representation made, whether oral or written, by Contractor with respect to third parties shall be binding on the MDE.

## **23. INDEPENDENT PRICE DETERMINATION**

Contractor certifies that the price submitted was independently arrived at without collusion.

## **24. 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 MDE shall result in the immediate termination of this agreement.

## **25. LEGAL AND TECHNICAL SUPPORT**

Contractor shall utilize its knowledge and understanding of applicable legal standards and comply with recognized professional standards and generally accepted measurement principles applicable to assessments and uses of the type described in this contract, including but not limited to standards relating to validity and reliability. Contractor shall consult with the MDE concerning its implementation of the requirements of this section. In the event of a challenge in which the validity or reliability of the use of an assessment developed under this contract is an issue (other than a challenge based on infringement of copyright or other proprietary rights of a third party), Contractor shall cooperate with the MDE and/or the State of Mississippi in the defense of the assessment and shall provide reasonable technical and legal support with regard to Contractor's activities under this contract without additional charges to the MDE or the State.

## **26. MODIFICATION OR RENEGOTIATION**

This agreement may be modified, altered or changed 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.

## **27. 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.

## **28. ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specification stated in this contract.

## **29. 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.

## **30. PRICE ADJUSTMENT**

(1) **Price Adjustment Methods.** Any adjustments in 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;

- c. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
- d. by the price escalation clause.

(2) **Submission of Cost or Pricing Data.** Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-401 (Cost or Pricing Data) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

### **31. 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>.

### **32. 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 or qualification packet.

### **33. REPRESENTATION REGARDING GRATUITIES**

The bidder, offeror, or 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*.

### **34. RIGHT TO AUDIT**

Contractor shall maintain such financial records and other records as may be prescribed by the MDE 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 MDE, 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.

### **35. RIGHT TO INSPECT FACILITY**

The MDE 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 MDE.

### **36. SEVERABILITY**

If any part of this agreement is declared 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 provision in compliance with applicable law.

### **37. 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.

**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.

### 38. TERMINATION FOR CONVENIENCE

- (1) **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. 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.

**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 subcontractors 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

- (1) **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

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.

**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.

**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 Chief Procurement Officer 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.

**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"). "Termination for Convenience." (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

**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.

**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 the MDE 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 Ann. §§ 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. 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.

### **INSTRUCTIONS AND SPECIAL CONDITIONS**

#### **1. Scope**

The purpose of this Invitation for Bid is to establish a source or sources of supply for the purchase of certain items requested by the MDE.

#### **2. Term**

The term of the contract for these commodities shall be for a period of (July 1, 2024 – June 30, 2025). The MDE reserves the right to extend the contract term, when necessary to continue a source or sources of supply whenever new or replacement contracts are not completed prior to the expiration date. These renewals/extensions are dependent upon the agreement of the Contractors and shall not exceed (3) months.

#### **3. Volume**

The total quantity of purchases of any individual commodity of the contract is not known. The usage shown on the bid is for the period of July 1, 2024 – June 30, 2025. The MDE does not guarantee that the MDE will buy any specified commodity or any total amount. All orders received by Contractor during the term of the contract shall be filed in accordance with the Terms and conditions as set forth hereinafter.

#### **4. Additions/Deletions/Changes**

The MDE reserves the right to add commodities and or Contractors and to make other changes that are within the original scope of the Contract during the term of the Contract. Any such additional change, not within the original scope, will be made through the competitive bid process.

### **SPECIAL CONDITIONS**

1. **Bids Based on Specifications** - Bids are requested on commodities that meet the specifications as listed in the Terms and Conditions.
2. **Firm Bid Price** - Prices quoted shall be firm for the term of the contract except, MDE shall be advised of and receive the benefit of any price decrease in excess of five percent (5%) automatically. The Contractor must provide written price reduction information within ten (10) days of the effective date.
3. **Price Increase Rejected** - Regarding **Firm Bid Price** section, any request for a price increase during the term of the contract will be rejected. Should the rejection result in a cancellation of the Contract, a new contract will be established as per the prescribed competitive bid procedures. Bids submitted by the vendor resulting in cancellation will not be considered. Additionally, that vendor shall be disqualified from bidding for a period of 24 months.
4. **Freight F.O.B. Destination** - All quotations shall be F.O B. destination. The term F.O.B. destination shall mean delivered and unloaded onto the receiving dock or room address of MDE and when applicable, any local school district within the State of Mississippi, with all charges for transportation and unloading paid by the Contractor.
5. **Delivery** - The Contractor shall be required to maintain or to have available for his own use an inventory sufficient to make shipment within the time stated in the bid. Maximum delivery is June 30, 2025, days After Receipt of Order (ARO). The total orders shall be delivered by June 30, 2025, ARO. If the contractor cannot deliver the total order within the stated time frame, the vendor shall notify (Brian McGairty, Director of Safe and Orderly Schools (MDE contact for the program and the local educational agency of the reason contractor cannot deliver all items within the (provide the number of days allowed as stated above) days. Each instance will be counted as a failure to comply with the contract. (See Contract Compliance Section of the Instructions and Special Conditions.) Bids which indicate a delivery time greater than June 30, 2025, ARO will be rejected.
6. **Special Delivery** - Orders may be placed that require special handling that incurs extra charges. Examples of special delivery are delivery to a post office located within the State or delivery by special carrier for example, air freight. When such orders are incurred, the Contractor shall prepay and may enter the charges that are in excess of normal charges on the invoice as a separate item for payment by the ordering program or school district. A copy of these charges must accompany the invoice.
7. **Packaging** - All packaging shall conform to the current standards acceptable to the trade and required by Interstate Commerce Commission (ICC) regulations.
8. **Discrimination** - The bidder understands that the MDE 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, or any other such discrimination; and the bidder, by submitting this bid, agrees during the term of the contract that the bidder will strictly adhere to this policy in its employment practices and provision of products or services.
9. **Minority Vendor Status** - Bidders should indicate if they or any of their distributors they list are considered Minority Vendors. Minority Vendor means a business concern that (1) is at least 51% minority-owned by one

or more individuals, or minority business enterprises that are both socially and economically disadvantaged, and (2) have its management and daily business controlled by one or more such individuals as ascribed under the Minority Business Enterprise Act 57-69 and the Small Business Act 15 USCS, Section 637(a). **MINORITY** as used in this provision means a person who is a citizen or lawful permanent resident of the United States and who is: Black Americans-racial groups of Africa; Hispanic Americans-of Mexican, Puerto Rican, Cuban, Central/South America, Spanish or Portuguese culture or origin; Native Americans-origin in any of the original peoples of North America; Asian Pacific Americans-origins of the Far East, Southeast Asia, the Indian subcontinent; or a woman.

**10. E-Verify Compliance** - If applicable, Contractor/Seller 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 for all newly hired employees. Miss. Code Ann. §§ 71-11-1 *et seq.* (1972, as amended). 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/Seller 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/Seller 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/Seller to the following: (1) termination of this Agreement 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; (2) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or (3) both. In the event of such termination/cancellation, Contractor/Seller 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.

**11. Suspension and Debarment Certification.** By submitting this bid, the bidder is certifying that neither the bidder nor any potential subcontractors are debarred or suspended or are otherwise excluded from or ineligible for participation in Federal assistance programs.

**12. Reports.** At the end of the term or as directed by the MDE Office of Procurement or Program, the Contractor shall furnish a complete summary of all items sold during the current contract period as specified by the MDE Office of Procurement or Program. This summary shall include item number, description of item, units sold and prices.

An additional report must indicate each MDE program and school district to which sales have been made, the location of each, date of the sale and the total dollar sales for the current contract period as specified by the MDE Office of Procurement or Program. The report should be compiled in Excel. Failure to comply with these requests will result in disqualification from bidding for a period of 24 months.

**13. Notice of Award Review.** Upon completion of the bid evaluation process, the MDE Program Office will distribute a Notice of Award through the MDE website and MAGIC, if the award meets the State's guidelines for posting a Notice of Intent to Award. Upon receipt of this notification, the vendor should review the Bid Award and notify the Program Office of any errors by a specified date. The specified date will be considered to be the "evaluation review deadline". Vendors who claim to have made an error on their bid and can provide adequate documentation to substantiate the claim may withdraw the bid without penalty anytime on or before the evaluation review deadline. Any vendor who withdraws a bid after the evaluation review

deadline shall be disqualified from bidding for a period of 24 months. Any intent to withdraw must be made in writing.



**THE MISSISSIPPI DEPARTMENT OF EDUCATION  
FY2025 School Bus Bid**

**1. SCOPE**

The MDE, Office of Safe and Orderly Schools, is accepting bids for Type A-1 School Buses/Multifunction School Activity Buses, Type A-2 School Buses/Multifunction School Activity Buses, Type C School Buses/Multifunction School Activity Buses as compete units, Type D School Buses/Multifunction School Activity Buses, and Optional Equipment. The bid will be for the specified brands or equivalent brands.

Having carefully examined the “School Bus Specifications 2023” (Attachment 1) dated July 1, 2023 and the “Invitation for Bids on Type A-1 School Buses/Multifunction School Activity Buses, Type A-2 School Buses/Multifunction School Activity Buses, Type C School Buses/Multifunction School Activity Buses as complete units, Type D School Buses/Multifunction School Activity Buses, and Optional Equipment being fully advised of the provisions of these documents, our company hereby submits our prices on the equipment described for sale to boards of education of local educational agencies in Mississippi.

The equipment identified in the bid proposal meets requirements of the Mississippi Minimum Standards for School Buses, dated July 1, 2023. Bids are in compliance with requirements outlined in the Invitation to Bid.

Our company proposes to sell school transportation equipment to local educational agencies of Mississippi at prices quoted herein through June 30, 2025.

The equipment is warranted to be free from defects in materials and workmanship. It is determined that this equipment is defective, our company agrees to replace or to provide repairs at our discretion. Our company agrees to furnish manufacturer’s warranty on each piece of equipment delivered to purchasing local educational agencies.

Our company agrees to manufacture to deliver all school transportation equipment as quickly as possible after orders are received. If there are delays beyond a reasonable length of time, our company agrees to inform the Pupil Transportation Administrator in writing the reason or reasons for such delays. We understand that such delays are subject to Mississippi Board review.

**2. QUOTES/BIDS**

All quotations and/or bids shall be made for Type A-1 School Buses/Multifunction School Activity Buses, Type A-2 School Buses/Multifunction School Activity Buses, Type C School Buses/Multifunction School Activity Buses as compete units, Type D School Buses/Multifunction School Activity Buses, and Optional Equipment

**1. Bid Package**

The bid package consists of the following:

- General Conditions
- Instructions and Special Conditions
- Specifications

**2. Packaging.** Enter the packaging being bid in the space provided on “Exhibit A – Bid Form” or in the State of Mississippi e-procurement system. Packing should include the number of **(Enter the name of the item/commodity and the packaging per box, case, package, etc.)**

**4. Manufacturer’s Brand Name.** You must enter the manufacturer/brand name for each item being bid in the space provided on “Exhibit A – Bid Form” or in the State of Mississippi e-procurement system exactly as it listed on the commodity. Failure to include this information shall result in your bid being rejected.

5. Manufacturer's Model Number. You must enter the manufacturer model number (if applicable) for each item/commodity being bid in the space provided on "Exhibit A – Bid Form" or in the State of Mississippi e-procurement system exactly as it appears on the label. Failure to include this information shall result in your bid being rejected.

### TENTATIVE TIMELINE

Start Date	
• First date of advertisement	February 5, 2024
• Second date of advertisement	February 12, 2024
Questions deadline date	February 22, 2024
Answers posted to website	February 27, 2024
Bids Due date and time	March 12, 2024 10:00 a.m. (CST)
Opening date and time	March 12, 2024 at 1:00 p.m. (CST)
Bid evaluations	March 13 - 20, 2024
Contract Intent to Award	March 21, 2024

### 3. EVALUATION AND AWARD

- (1) Rejection. The MDE reserves the right to reject any bid. Prices for individual commodities or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, may be rejected if such action would be in the best interest of the State.
- (2) Bidder's Qualification. Bidders must, upon request of the MDE, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The MDE reserves the right to make the final determination as to the bidder's ability.
- (3) Award. The MDE will award all items to one vendor or multiple vendors based on the commodities listed.
- (4) Award Criteria. The award will be made to the best bid. Factors to be considered in determining the best bid include:
  - i. Bottom Line Figure
  - ii. Conformity with Specifications
  - iii. Responsibility of the Bidder
- (5) Award Process. **Bidders must bid on all items listed. Failure to do so shall be cause for rejection of bid.** Awarding will be accomplished by multiplying the usage figure times the price bid for each item to arrive at an item cost. For items that do not indicate any usage, a quantity of one (1) case, box, etc. will be used when calculating the item cost. The item costs for all items will be summed to arrive at a bottom-line figure. The award will be made to the lowest bottom-line figure.

### 4. CONTRACT ADMINISTRATION

- (1) Contract Compliance. All bidders should note that the awarded vendor will be expected to meet all specifications of this bid. As per the General Conditions, any failure to perform is cause for cancellation of a bid contract. Contract will be monitored closely to ensure vendor compliance. If problems occur, they will be reviewed and discussed with the vendor and the vendor will be expected to rectify all problems promptly. Once the Office of Purchasing and Travel has received five (5)

written, substantiated and verified complaints on an awarded vendor regarding noncompliance of any of the contract terms and conditions, that vendor's contract will be canceled, and that vendor will be disqualified from bidding for a period of 24 months.

- (2) Questions or problems arising from bid procedures or subsequent order and delivery procedures should be directed to the (provide the programs contact name and information here) 359 North West Street, Central High School Building, Jackson. MS 39201; Phone: 601-359-3409.
- (3) Assignment. No Contract may be assigned, sublet, or transferred without the written consent of the MDE.
- (4) Billing Instructions. Invoices are to be mailed to the address shown on individual Purchase Orders.
- (5) Invoices and Payment. After merchandise has been received and invoices submitted to the MDE or School District, it shall be the responsibility of the using School District to make payment. Any questions concerning payment should be addressed to the school District.

The MDE requires the Contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the school district using the processes and procedures identified by the State. Payments by school districts shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that the State is exempt from the payment of taxes.

All payments shall be in United States currency.

- (6) Bid Tabulation Review. All vendors are invited and encouraged to attend the bid opening meeting to review the submitted bids. After the close of the bid opening meeting, the bids will be considered to be in the evaluation process and will not be available for review by vendors. Upon completion of the evaluation process, the MDE will notify the vendor(s) who have submitted the apparent low bid(s) meeting specifications.

Vendors may request copies of bid tabulations and evaluations pursuant to the Public Records Act 25-61 et. Seq., MS Code of 1972.

- (7) Bid Review Schedule. Unless otherwise indicated, the following bid review schedule will be adhered to. Any protest or questions concerning the evaluation or award must be received in writing by the MDE, (Jonathan J. Tillman, Sr., [jtillman@mdek12.org](mailto:jtillman@mdek12.org)) on or before the evaluation review deadline.

- Bid Opening Meeting: March 12, 2024, at 1:00 p.m.
- Evaluation Process: March 13, 2024 – March 20, 2024
- Distribution of Apparent Award: March 21, 2024
- Effective Date: July 1, 2024

This Schedule may be revised to later dates if situations warrant such revisions. Any vendor wishing to be advised of such revision, should submit a letter with their bid which indicates this desire.

**If there is a conflict between the information in the Conditions and the Instructions and Special Conditions, the information in the Instructions and Special Conditions takes precedence.**

## **5. BIDDER REQUIREMENTS**

Failure to meet the minimum requirements shall result in bid being disqualified.

- a. Bidders responding to this IFB shall be established vendors regularly engaged in the business of distribution of educational supplies, packaging and delivery of goods with at least five (5) years of experience in the business.
- b. Bidder shall submit a minimum of three (3) references, in the continental U.S., for whom the bidder provided services and/or goods of similar or equal packing and delivery of kits within the past two (2) years. When checking such references, any negative response (*e.g., poor performance, late deliverables, etc.*) may result in disqualification of the bid. (See attached Exhibit B-References Page)
- c. References shall include business name, address, telephone number, and name of individual customer who is familiar with bidder's supply capabilities, packaging experience, and delivery of goods.
- d. Bidders must, upon request of the State, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. This may also include the bidder's financial statement. The MDE and DFA - Office of Purchasing and Travel reserve the right to make the final determination as to the bidder's ability.
- e. Vendors shall have a licensed repair facility or contracted with a licensed repair facility within the boundaries of the State of Mississippi and provide proof of having a licensed repair facility or contracted with a licensed repair facility at the time of bidding.

## **6. QUANTITY**

Please bid on school buses/multifunction school activity buses sold as complete units and optional equipment.

## **7. QUALITY OF WORK**

The vendor shall maintain quality of workmanship. Upon review of the sample kits, the vendor shall provide all changes necessary to meet the specifications without additional cost to the MDE. All corrections due to vendor's errors are the responsibility of the vendor.

## **8. ASSEMBLY**

The vendor shall supply school buses/multifunction school activity buses as complete units and optional equipment.

## **9. DELIVERY DATE**

School Buses/Multifunction School Activity Buses shall be manufactured, and all school transportation equipment delivered as quickly as possible after orders are received no later than June 30, 2025. Provided that there is an event of equipment or power failure, the awarded vendor shall have the backup available to ensure that the listed delivery date is met. Any delay in the issuance of the Purchase Order will be cause for an allowance of an equivalent delay in the delivery of the products.

**10. MAILING LABELS** – White Label (approx. 2" x 3") with black lettering adhered to each carton's exterior to read: **FY2025 School Bus Bids** (determined by the level of the packed material)

**11. DELIVERY/PACKAGING** – *Prices quoted shall be for completed school buses and multifunction school activity buses. Shipping or delivery shall be performed during normal business hours to ensure cost effectiveness.*  
**If there are any questions, concerning the delivery, contact Jonathan J. Tillman, Sr. at (601) 359-1028.**

## **12. SHIPPING REIMBURSEMENT TO VENDOR**

**The shipping cost shall not be included and/or considered as part of the vendors' bid.** Shipping costs is defined as boxes/carton, labor, tape, labels, filler, and postage. To request reimbursement, the vendor shall submit to the MDE a detailed invoice as verification of delivery.

## **13. ASSIGNMENT**

The awarded vendor shall not assign or subcontract in whole or in part, its right or obligations under this agreement without prior written consent of the MDE.

**ATTACHMENT A**  
**BID RESPONSE FORM**

Bid Proposal – Page 1

**TYPE A-1- CUTAWAY VAN TYPE SCHOOL BUSES/MULTIFUNCTION SCHOOL ACTIVITY BUSES (COMPLETE UNITS)(DUAL WHEELS)**

<b>PASSENGER SEATING CAPACITY</b>	<b>BID PRICE - EACH</b>
16-17 Gas Engine	
16-17 Diesel Engine	
16-17 Electric Powered	
16-17 Hybrid Electric Powered	
16-17 Propane Engine	
16-17 CNG Engine	
18-20 Gas Engine	
18-20 Diesel Engine	
18-20 Electric Powered	
18-20 Hybrid Electric Powered	
18-20 Propane Engine	
18-20 CNG Engine	
<b>Make of Body</b>	<b>Make of Chassis</b>

**TYPE A-2-CUTAWAY VAN TYPE SCHOOL BUS/MULTIFUNCTION SCHOOL ACTIVITY BUSES (COMPLETE UNITS)(DUAL WHEELS)**

<b>PASSENGER SEATING CAPACITY</b>	<b>BID PRICE - EACH</b>
<b>16-18 Gas Engine</b>	
<b>16-18 Diesel Engine</b>	
<b>16-18 Electric Powered</b>	
<b>16-18 Hybrid Electric Powered</b>	
<b>16-18 Propane Engine</b>	
<b>16-18 CNG Engine</b>	
<b>20-23 Gas Engine</b>	
<b>20-23 Diesel Engine</b>	
<b>20-23 Electric Powered</b>	
<b>20-23 Hybrid Electric Powered</b>	
<b>20-23 Propane Engine</b>	
<b>20-23 CNG Engine</b>	
<b>24 Gas Engine</b>	
<b>24 Diesel Engine</b>	
<b>24 Electric Powered</b>	
<b>24 Hybrid Electric Powered</b>	
<b>24 Propane Engine</b>	
<b>24 CNG Engine</b>	
<b>30 Gas Engine</b>	
<b>30 Diesel Engine</b>	
<b>30 Electric Powered</b>	
<b>30 Hybrid Electric Powered</b>	
<b>30 Propane Engine</b>	
<b>30 CNG Engine</b>	
<b>Make of Body</b>	<b>Make of Chassis</b>

**TYPE C – CONVENTIONAL TYPE SCHOOL BUSES/MULTIFUNCTION SCHOOL ACTIVITY BUSES (COMPLETE UNITS)**

<b>PASSENGER SEATING CAPACITY</b>	<b>BID PRICE - EACH</b>
29 Gas Engine	
29 Diesel Engine	
29 Electric Powered	
29 Hybrid Electric Powered	
29 Propane Engine	
29 CNG Engine	
35 Gas Engine	
35 Diesel Engine	
35 Electric Powered	
35 Hybrid Electric Powered	
35 Propane Engine	
35 CNG Engine	
41 Gas Engine	
41 Diesel Engine	
41 Electric Powered	
41 Hybrid Electric Powered	
41 Propane Engine	
41 CNG Engine	
47 Gas Engine	
47 Diesel Engine	
47 Electric Powered	
47 Hybrid Electric Powered	
47 Propane Engine	
47 CNG Engine	
53 Gas Engine	
53 Diesel Engine	
53 Electric Powered	
53 Hybrid Electric Powered	
53 Propane Engine	
53 CNG Engine	
59 Gas Engine	
59 Diesel Engine	
59 Electric Powered	
59 Hybrid Electric Powered	
59 Propane Engine	
59 CNG Engine	
65 Gas Engine	



65 Diesel Engine	
65 Electric Powered	
65 Hybrid Electric Powered	
65 Propane Engine	
65 CNG Engine	
71 Gas Engine	
71 Diesel Engine	
71 Electric Powered	
71 Hybrid Electric Powered	
71 Propane Engine	
71 CNG Engine	
77 Gas Engine	
77 Diesel Engine	
77 Electric Powered	
77 Hybrid Electric Powered	
77 Propane Engine	
77 CNG Engine	
Make of Body	Make of Chassis

**TYPE D – TRANSIT TYPE SCHOOL BUSES/MULTIFUNCTION SCHOOL ACTIVITY BUSES(COMPLETE UNITS)**  
**(FRONT-MOUNTED ENGINES)**

<b>PASSENGER SEATING CAPACITY</b>	<b>BID PRICE - EACH</b>
41 Gas Engine	
41 Diesel Engine	
41 Electric Powered	
41 Hybrid Electric Powered	
41 Propane Engine	
41 CNG Engine	
47 Gas Engine	
47 Diesel Engine	
47 Electric Powered	
47 Hybrid Electric Powered	
47 Propane Engine	
47 CNG Engine	
53 Gas Engine	
53 Diesel Engine	
53 Electric Powered	
53 Hybrid Electric Powered	
53 Propane Engine	
53 CNG Engine	
59 Gas Engine	
59 Diesel Engine	
59 Electric Powered	
59 Hybrid Electric Powered	
59 Propane Engine	
59 CNG Engine	
65 Gas Engine	
65 Diesel Engine	
65 Electric Powered	
65 Hybrid Electric Powered	
65 Propane Engine	
65 CNG Engine	
71 Gas Engine	
71 Diesel Engine	
71 Electric Powered	
71 Hybrid Electric Powered	
71 Propane Engine	
71 CNG Engine	
77 Gas Engine	

77 Diesel Engine	
77 Electric Powered	
77 Hybrid Electric Powered	
77 Propane Engine	
77 CNG Engine	
83 Gas Engine	
83 Diesel Engine	
83 Electric Powered	
83 Hybrid Electric Powered	
83 Propane Engine	
83 CNG Engine	
84 Gas Engine	
84 Diesel Engine	
84 Electric Powered	
84 Hybrid Electric Powered	
84 Propane Engine	
84 CNG Engine	
89 Gas Engine	
89 Diesel Engine	
89 Electric Powered	
89 Hybrid Electric Powered	
89 Propane Engine	
89 CNG Engine	
Make of Body	Make of Chassis

**TYPE D – TRANSIT TYPE SCHOOL BUSES/MULTIFUNCTION SCHOOL ACTIVITY BUSES (COMPLETE UNITS)**  
**(REAR-MOUNTED ENGINES)**

<b>PASSENGER SEATING CAPACITY</b>	<b>BID PRICE - EACH</b>
41 Gas Engine	
41 Diesel Engine	
41 Electric Powered	
41 Hybrid Electric Powered	
41 Propane Engine	
41 CNG Engine	
47 Gas Engine	
47 Diesel Engine	
47 Electric Powered	
47 Hybrid Electric Powered	
47 Propane Engine	
47 CNG Engine	
53 Gas Engine	
53 Diesel Engine	
53 Electric Powered	
53 Hybrid Electric Powered	
53 Propane Engine	
53 CNG Engine	
59 Gas Engine	
59 Diesel Engine	
59 Electric Powered	
59 Hybrid Electric Powered	
59 Propane Engine	
59 CNG Engine	
65 Gas Engine	
65 Diesel Engine	
65 Electric Powered	
65 Hybrid Electric Powered	
65 Propane Engine	
65 CNG Engine	
71 Gas Engine	
71 Diesel Engine	
71 Electric Powered	
71 Hybrid Electric Powered	
71 Propane Engine	
71 CNG Engine	
77 Gas Engine	

77 Diesel Engine	
77 Electric Powered	
77 Hybrid Electric Powered	
77 Propane Engine	
77 CNG Engine	
83 Gas Engine	
83 Diesel Engine	
83 Electric Powered	
83 Hybrid Electric Powered	
83 Propane Engine	
83 CNG Engine	
84 Gas Engine	
84 Diesel Engine	
84 Electric Powered	
84 Hybrid Electric Powered	
84 Propane Engine	
84 CNG Engine	
89 Gas Engine	
89 Diesel Engine	
89 Electric Powered	
89 Hybrid Electric Powered	
89 Propane Engine	
89 CNG Engine	
Make of Body	Make of Chassis

**OPTIONAL EQUIPMENT (FURNISHED AND INSTALLED)**

<b>OPTIONAL EQUIPMENT (FURNISHED AND INSTALLED)</b>	<b>BID PRICE - EACH</b>
Additional Auxiliary Fan	
Additional Back Up Lights	
Additional Heater	
Air Brakes	
Auto Reverse Passenger Doors	
Auxiliary fuel-fired heating system	
Camera System – Stop Arm	
Camera System- Interior	
Camera System – 360 - degree	
Collision Mitigation System	
Door – Air Operated	
Door – Electric Operated	
Door Lock	
Driver Alert Sign (Rear Door)	
Electronic Parking Brake	
Electronic Stability Control (ESC)	
Extended Warranty (Chassis)	
Extended Warranty (EV High Voltage Battery)	
Extended Warranty (Body)	
Evacuation Blanket – Specially Equipped Bus	
Fire Suppression System	
Flat Floor – Specially Equipped Bus	
Fuel Tank – 100 gallons	
Heater Booster Pump	
Heated Mirrors	
Humphrey Valve or equivalent air dump valve	
Illuminated School Bus Sign (Front and Rear)	
Illuminated Stop Arm (Must Meet FMVSS 131)	
Mobile Data Terminal (MDT)	
Noise Suppression Switch	
Onboard Wi-Fi	
Pedestrian Detection System	
Predictive Stop Arm	
Power Lift	
Public Address System	
Remote Control External Rear View Mirrors	
Restraining Device – Integrated Child Restraint Seat (per seat)	
Restraining Device – 3-pt Lap/Shoulder Belt (per seat)	
Restraining Device – Lap Belt Only (per seat)	
Retarder System	
Special Service Entrance Door	
Stop Arm – Additional Rear	

Stop Arm – Air Operated	
Stop Arm – Vacuum Operated	
Storage Box	
Storage Compartment (Luggage) 10-15 cubic ft.	
Storage Compartment (Luggage) 16-23 cubic ft.	
Storage Compartment (Luggage) 24-30 cubic ft.	
Student Tracking Systems	
Traction Assisting Devices	
Trash Container and Holding Device	
Wheelchair Tie-downs (per seating position)	

**\*\*Please NOTE\*\*** Vendor addendums made to the above specifications may deem bid as non-responsive.

**GRAND TOTAL OF THE BID: \$ \_\_\_\_\_**

**Due to the immediate need, delivery must be guaranteed to be completed on or before June 30, 2025.  
Are you able to meet this deadline? Yes \_\_\_\_ No \_\_\_\_ (ARO – After receipt of the order)**

**ATTACHMENT B  
VENDOR REFERENCES FORM**

Bidder (company name): \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

1. Number of years your company has been in business: \_\_\_\_\_

**NOTE:** Provide a minimum of three (3) references.

**REFERENCES:**

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

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

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Contract Description: \_\_\_\_\_ Fax: \_\_\_\_\_

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

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

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Contract Description: \_\_\_\_\_ Fax: \_\_\_\_\_

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

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

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Contract Description: \_\_\_\_\_ Fax: \_\_\_\_\_

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

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

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Contract Description: \_\_\_\_\_ Fax: \_\_\_\_\_



## ATTACHMENT C

### VENDOR RESPONSE CHECK LIST AND ACCEPTANCE

The following checklist is provided to assist bidders in ensuring all submissions requirements are met. Vendors shall also sign to accept acknowledgment of amendments and acceptance of conditions to include with their bid submission. **Please see page three (3) for submission instructions.**

Submit: Ship/Mail one (1) original signed copy of the bid response:

**OR**

Submit: Upload one (1) original signed copy electronically:

Documents Required:

_____ <b>Signed Vendor Response Check List</b>	Attached
_____ <b>Vendor References Form</b>	Attached
_____ <b>Bid Response Form (Pricing Sheet)</b>	Attached
_____ <b>Copy of W-9</b>	Attached
_____ <b>State of Mississippi Registered Business</b>	Attached
_____ <b>Acknowledgement of Amendment (MDE webpage)</b>	Attached
_____ <b>Proof of MAGIC registration with supplier number</b>	Attached
_____ <b>Proof of Licensed Repair Facility or Contracted Licensed Repair Facility within the State of Mississippi</b>	Attached

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

1. That he/she has thoroughly read and understands the IFB thereto;
2. That the company meet all requirements and acknowledges all certifications contained in the IFB thereto;
3. That the company agrees to all provisions of the IFB thereto including, but not limited to, the Required and Optional Clauses to be included in any contract resulting from this IFB;
4. That the company will provide the services required at the prices quoted above and the price was based on an independent price determination without collusion;
5. That, to the best of your knowledge and belief, the cost on pricing or pricing data submitted is accurate, complete, and current as of the submission date;

6. That the company can and will meet all required laws, regulations, and/or procedures related to confidentiality conducting the State's business and represents that its workers are licensed, certified and possess the requisite credentials to perform services;
7. That all equipment, materials, etc. contained in the bid meets all local, state and federal requirements. Further, that if the company is the successful bidder and requirements is subsequently found to be deficient pursuant to any local, state, or federal requirements, all costs necessary to bring the equipment, materials, etc. into compliance with aforementioned requirements shall borne solely by the vendor.
8. **ACCEPTANCE OF CONDITIONS**  
Vendor shall indicate agreement with the terms and conditions as set forth in the solicitation. If the Vendor objects to any of the Standard Terms and Conditions, the objection may be considered as an adequate cause for rejection without further negotiations.
9. **REPRESENTATION REGARDING GRATUITIES**  
The Offeror, or Contractor represents that it has not violated, is not violating, and promises that it shall 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. **ACKNOWLEDGEMENT OF AMENDMENTS**  
I acknowledge all amendments, if any, to this solicitation. Responses to questions shall be treated as amendments to the solicitation and shall require acknowledgment.
11. **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES**  
The prospective Contractor represents as a part of such Contractor's qualification that such Contractor **has ( ) or has not ( )** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
12. **FEDERAL DEBARMENT CERTIFICATION:**  
I hereby certify that Contractor is not on the list for federal debarment on [www.sam.gov](http://www.sam.gov) – System for Award Management.
13. **STATE OF MISSISSIPPI DEBARMENT CERTIFICATION:**  
I hereby certify that Contractor is not on the list for debarment on [www.sos.ms.gov](http://www.sos.ms.gov) for doing business with the State of Mississippi or with any Mississippi State Agency.
14. **PARTNERSHIP DEBARMENT CERTIFICATION:**  
I hereby certify that all entities who are in partnership through this contract or grant with the Mississippi Department of Education (MDE) (subcontractors, subrecipients, et al.) are not on the federal debarment list on [www.sam.gov](http://www.sam.gov) – System for Award Management or the State of Mississippi debarment list. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to MDE.
15. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**  
  
The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation,

communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

**16. PROPRIETARY INFORMATION**

The enclosed bid **does ( ) or does not ( )** contain trade secrets or other proprietary data which the Offeror wishes to remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code.

**COMPANY NAME:** \_\_\_\_\_

**AUTHORIZED BIDDER'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**ATTACHMENT D**  
**CONTRACTS**

The prospective contractor represents as a part of FY2025 School Bus Bid that contractor **does ( ) or does not ( )** have a current contract with the Mississippi Department of Education (MDE).

*The MDE has the right to review and align solicited services with a contractor's current awarded contract for services to ensure conflicts and/or limitations do not exist. If conflicts and/or limitations exist, the MDE at its discretion may reject the Offeror's proposal and the Offeror will not be considered for an award for this solicited service.*

Potential contractors are required to provide a listing of each executed contract or contract applied, please provide the following:

Program Office Name	
Contract Service	
Contract Amount	
Contract Dates of Service	

Program Office Name	
Contract Service	
Contract Amount	
Contract Dates of Service	

**If the packet includes pages that the Offeror wishes to designate as proprietary, please list page numbers and the applicable section below:**

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**COMPANY NAME:** \_\_\_\_\_

**AUTHORIZED BIDDER'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Note:** Failure to check the applicable word or words and sign the form may result in response being rejected as nonresponsive.