

## Request for Quote

Ellisville State School at South Mississippi Regional Center, hereinafter referred to as “Agency” seeks to contract for Professional Services as it pertains to Nutritional Assessment for the persons of the ICF/IID Community Homes and/or on campus. For the purposes of these services the Awarded Contractor shall operate as an Independent Contractor.

The Contractor shall provide the following services;

1. Certain professional services relating to the nutritional care for persons of the Agency. The award shall be for up to one hundred (100) hours per month for services and up to thirty (30) hours per month for travel. Quotes shall be submitted on the attached “Quote Form” as seen on page 4 of this request. Page 4, “Quote Form” shall be made part of any eventual contract.
2. The nature and scope of work shall be to;
  - a. Provide initial and annual nutritional assessments for the persons served of ICF/IID Community Homes and/or Long Beach campus as required.
  - b. Provide written reports to the Director of Food Service and the Administrator of ICF/IID Community Programs and/or on campus as required.
  - c. Provide written dietary related programs to meet the needs of the persons served as designated by the named ICF/IID Community Homes and/or on campus as required.
  - d. Provide initial and annual feeding assessments (using forms from Comprehensive Functional Assessment) for residents of then named ICF/IID Community Homes and/or on campus as required.
  - e. Provide monthly nutrition risk screen assessments.
  - f. Provide quarterly nutritional notes documenting nutritional care for persons served residing in the named ICF/IID Community Homes and/or on campus as required.
  - g. Provide in-service education programs for the staff and persons served (on nutrition, diet control, measures, etc.) yearly or as the need arises.
  - h. Work with the Occupational Therapist and other disciplines, as needed, to determine and implement special eating adaptive equipment and utensils to better service the developmental process and to foster eating skills.
  - i. Attend habilitation team meetings as the need dictates.
  - j. Provide other duties as deemed appropriate for a dietitian.

3. The Contractor will provide the Director of Food Services with a copy of scheduled monthly visits two (2) weeks prior to the visits.
4. All invoices are payable in accordance with the Mississippi Code of 1972, Section 31-7-301 and with the normal payment practices of the Agency as outlined in the Agency's Policies and Procedures Manual.
5. The Agency's authorized representative is empowered to accept or reject the services furnished by the Contractor in compliance with the provisions of this contract. The engagement shall begin on July 01, 2024 and will end on June 30, 2025.
6. Failure by the Agency at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Agency to enforce any provisions at any time in accordance with its terms.
7. The agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.
8. The agreement may be altered, amended, or modified only by a written document executed by the Agency and the Contractor. The Agency may, from time to time, request changes in the scope of services to be performed by the Contractor. Such changes, including any increases or decreases in the amount of the Contractor's compensation, shall be included in written agreements, signed by the Agency and the Contractor. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract.
9. The Agency or the Contractor can terminate the contract at any time for any reason by giving written notice to the proper party specifying the effective date thereof at least thirty (30) days before the effective date of termination.
10. The Awarded Contractor agrees that the services performed or provided under the terms of this agreement will meet or exceed applicable accreditation standard in the field or area governing above stated services. By entering into this contractual agreement, the Contractor certifies that she is duly qualified to render the services as stated in this agreement on behalf of the Agency.
11. The Awarded Contractor shall furnish the Agency's Contracts Officer with a copy of their current approved License/Certification prior to the final execution of the agreement. Should the current License/Certification expire during the contract period, the Contractor will provide the Agency's Contracts Officer a copy of the updated License/Certification prior to the expiration date.
12. Any specialized equipment or supplies needed by the Contractor but not related to persons served care must be supplied by the Contractor.

13. The Contractor shall be governed by the policies and procedures of the Agency.
  14. The Contractor agrees to hold the Agency harmless for any judgement arising from acts or omissions of the Contract.
  15. The agreement shall be governed by the terms and conditions of Section 6032 of the Deficit Reduction Act of 2005 known as the False Claims Recovery Act, included in their entirety, by reference.
  16. The Contractor shall furnish the Contract Analyst of the Agency with a copy of their current Certificate of Professional Liability Insurance with Per occurrence limits of no less than \$1,000,000.00.
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## Quote Form

**A COPY OF CURRENT APPROVED LICENSE/CERTIFICATIONS MUST BE ATTACHED TO THIS PROPOSAL. UPON AWARD OF A CONTRACT, THE AWARDED CONTRACTOR/S SHALL PROVIDE THE AGENCY WITH THEIR CERTIFICATE OF INSURANCE WITHIN SEVEN (7) BUSINESS DAYS AFTER AWARD NOTIFICATION. By submitting rates below, Contractor agrees to enter into a contract with the Agency for a one (1) year term, beginning July 1, 2024 and ending June 30, 2025 at the rates provided with no other fees, should their proposed rate be the lowest most responsible and responsive quote. Quotes may be submitted via hand delivery or USPS to 1101 Highway 11 South, Ellisville, MS 39437, Contracts Office, or electronically via email to Heather.Rozarabney@ess.ms.gov. Quotes will be accepted until 4:00 pm CST, May 1, 2024.**

Proposed Rate Per Hour as described \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Business Name (if applicable)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

MAGIC Vendor ID \_\_\_\_\_

Required Clauses of a contract:

1. Applicable Law: The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.
2. 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.
3. Paymode: Payment 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 in 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 understand and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
4. 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. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
  - (2) *Contractor's Obligations.* Contractor shall incur no further obligation in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contract shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
5. 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 (10) Days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to

which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

- (2) *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.
- (3) *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- (4) *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 obtained from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in the Paragraph of the clause, the "subcontractor" means subcontractor at any tier).
- (5) *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of the 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 the 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 a termination for convenience.
- (6) *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.

6. Termination upon Bankruptcy: This contract may be terminated in whole or in part by the State 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 the equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
7. Availability of Funds: It is expressly understood and agreed that the obligation of Ellisville State School to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or 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 State, the State shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to Ellisville State School of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
8. Compliance with Laws: Contractor understands that the State 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 agreed 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 regulation, as now existing and as may be amended or modified.
9. Confidentiality: Notwithstanding any provision to the contrary contained herein, It is recognized that Ellisville State School is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to Ellisville State School pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, Ellisville State School shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The Ellisville State School shall not be liable to the Contractor for disclosure of information required by court order or required by law.
10. 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>.

11. 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 proposal.

12. Representation Regarding Gratuities: The bidder, offer, or Contractor represents that it has not violated, is not violating, and promised 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*.

13. Trade Secrets, Commercial and Financial Information: It is expressly understood that Mississippi law requires that the provisions of the contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and 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.

14. Insurance Requirements: Contractor will maintain in effect at all times the following insurance coverage, coverage is to include Ellisville State School as additional insured. A copy of the certificate must be provided to the Contracts Officer before the commencement of service. If insurance coverage expires during the contract period, Contractor must promptly supply an updated copy the Contracts Officer for their file.

- A. Workmen's Compensation Insurance – Statutory Coverage
- B. Professional General Liability – \$1,000,000.00

15. 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 and surety, require Contractor to stop all or any part of the work called for by the 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 and 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 thirty (30) days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- (3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- (4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of the contract.

16. E-Payment: Contractor agrees to accept all payment 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 Payment for Purchases by Public Bodies," which generally provides for payment of undisputed amounts within forty-five (45) days of receipt of invoice. Mississippi Code Annotated §31-7-301 *et seq.*

17. E-Verification: If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operator by the United States Department of Homeland Security, also known as 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, Contractors 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 the 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) 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 costs incurred by the State due to Contract cancellation or loss of license permit to do business in the State.

18. Transparency: This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-6-1 *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 exempt 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.

19. HIPAA Compliance: Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
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 causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
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, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc. Contractor shall use legal counsel acceptable to the State. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.
22. Independent Contractor Status: Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and

Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Agency, and the Agency shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The Agency shall not withhold from the contract payments to Contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the Agency shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees.