PPRB OPSCR Rules and Regulations Chapter 5

Agency Mississippi Sta	te Hospital		
Contractor Systronic Systr	/stems, LLC		
Period of Performance _	12/4/2025 to 12/3/2030) (includes 1 year renew	al option)
Spending Authority Req	uested <u>\$113,700.00</u> (in	cludes 1 year renewal o	ption)
Contract Term	Start Date	Lifecycle and Budget End Date	Projected Budget
Initial 4 year term	12/4/2025	12/3/2029	\$90,960.00
1 year renewal	12/4/2029	12/3/2030	\$22,740.00
	ewals, you would list "Initial Term of the amount the Agency anticip othority to enter a contract for a		ear 2". List the anticipated star If the Contract is for more that
Contract Number 8200	0083904		
If multiple contracts were awar each contract, you must comple			
Solicitation RFx Number	31600007614		
Other Associated Numb	ers in MAGIC		
Notes (any comments o	r information you want	to provide to OPSCR)	

	Considerations ion; Chapter 4
Did the Agency seek guidance from DFA or IT the PPRB's purview or the ITS Board's purvie	S regarding whether this contract is subject to w? Yes No 🗸
If yes, please identify the DFA and/or ITS staf	ff member(s) who assisted you
NameEmail	Agency
Name Email Documentation of the request and the response received st	Agency
Did the Agency issue a Request for Informati The following people attended and/or response	on prior to issuing the solicitation? Yes No 🗸
The Public Notice required by Sections 4.2 and 4.3 and the to OPSCR.	written determination required by Section 4.5 shall be submitted

Content of the Invitation for Bids Section 5.1; Appendix E

List the page number(s) in the Invitation for Bids where the following information is located 1,6 Bid submission requirements 14 Bid form 8, 15-16 Other forms bidder is required to submit (if any) 11-13 Minimum qualifications 11-13 Description of services being procured Exh-B Contract terms and conditions 3 Statement that the Agency may cancel the solicitation 3 Statement that the Agency may reject any bid submitted Exh - C Statement that bidder arrived at price independently without collusion 8 Opportunity to request reconsideration of the terms of the solicitation 5-6 Requirement that redacted copy of bid be submitted 5 Notice that vendor is subject to exclusion if redactions made in bad faith 6 Notice that redacted bid is a public record 6 Requirement that bidders acknowledge every amendment 6 Acknowledgement of Amendments Clause Exh-B(2) Applicable Law Clause 10 Approval Clause 3 Availability of Funds Clause

Exh - C	Certification of Independent Price Determination Clause
3	Compliance with Equal Opportunity in Employment Policy Clause
10	Compliance with Laws Clause
10	Contract Rights Clause
8	E-Payment Clause
8	E-Verification Clause
5	Expenses Incurred in the Procurement Process Clause
3-4	Minor Informalities and Irregularities Clause
Exh-C	Offeror's Representation Regarding Contingent Fees Clause
8, Exh-E	Paymode Clause
1, Exh-B(2-3	Procurement Regulations Clause
10	Property Rights Clause
Exh-C	Representation Regarding Gratuities Clause
9	Required Public Records and Transparency Clause
9	Stop Work Order Clause
Exh-B(4)	Termination Clause

Public Notice Section 5.2 Documentation which proves compliance with all regulations is required.
Date on Agency website 9/17/2025 Date on Procurement Portal** 9/17/2025 Newspaper(s) Where Advertised Rankin County News
First Ad Date 9/17/2025 Second Ad Date 9/24/2025
Does the Newspaper Advertisement contain
The IFB was furnished directly to the following potential bidders (at least 3 required) Systronic Systems, LLC
Johnson Controls Tek Pro, Inc

^{**} Throughout this document, any reference to the Procurement Portal refers to the Buying and Selling to Government in Mississippi website https://www.ms.gov/dfa/contract_bid_search/Home/Sell. Use MAGIC to post your Solicitation, Amendments, and Notice of Intent to Award to this website. If you need assistance with posting to the Procurement Portal, contact the MMRS helpdesk at mass.gov.

Date set for Receipt of Bids 10/21/2025
If the date set for receipt of bids is not at least 30 days following the date of public notice, a written determination explaining why a shorter advertising time was needed and how and why the shorter time was reasonable under the circumstances. An Agency which received PPRB approval to advertise for less than 14 calendar days shall include the PPRB minutes with the written determination.
The following potential bidders requested reconsideration of the terms of the solicitation
None Potential Bidder Date Request Received by Agency
Date Request & Agency Response Posted to the Agency Website
Date Request & Agency Response Posted to the Procurement Portal
Date Request & Agency Response Sent to all Prospective Bidders
If the date listed above was less than 14 days prior to the bid submission deadline, a written determination is required that the amount of time allotted between the Agency's decision was issued prior to the bid submission deadline was reasonable under the circumstances. See Section 5.2.4.1. If more than one request for reconsideration was received and the agency did not post the response to all requests on the same day, the agency should supplement this form with the date each response was posted on the Agency website, posted on the procurement portal, and sent directly to all prospective bidders.
Amendments to the IFB Section 5.3.4 Documentation which proves compliance with all regulations is required. Provide as many copies of this form as necessary to report all Amendments.
There were no Amendments to the IFB
Amendment # Date Posted on Procurement Portal
Posted on the Agency Website Sent to all Prospective Bidders
Signed Acknowledgment of Amendments Received from all Bidders? Yes No
Amendment # Date Posted on Procurement Portal
Posted on the Agency Website Sent to all Prospective Bidders
Signed Acknowledgment of Amendments Received from all Bidders? Yes No
Amendment # Date Posted on Procurement Portal
Posted on the Agency Website Sent to all Prospective Bidders
Signed Acknowledgment of Amendments Received from all Bidders? Yes No

If the bid submission deadline is less than 14 days following the posting of any amendment to the IFB, provide a brief memorandum explaining your compliance with the requirement in Section 5.3.4.2 that Amendments be posted within a reasonable time to allow Bidders to consider them in preparing their bids.

Section	Requirements 15.3
Letters of Intent Required? Yes No	
Deadline to submit Letters of Intent	
Deadline must be not less than 14 calendar days after the date of	
Letters of Intent received from the following Pot	ential Bidders
Pre-Bid Conference Held? Yes No V	B Page # with Notice of Conference
Date of Conference	
Conference must not be less than 14 calendar days after the dat	and the control of th
Location of Conference	
Amendment # Resulting from the Pre-Bid Confe	rence
Representatives from the following Potential Bio	lders attended
Questions Due 10/7/2025	No Questions Submitted
Questions Due 10/7/2025 Answers Posted	No Questions Submitted Amendment #
Answers Posted	Amendment #
	Amendment #
Answers Posted Bid Receipt, Openin Sections 5.	Amendment #
Answers PostedBid Receipt, Openir	Amendment #
Answers Posted Bid Receipt, Opening Sections 5. Bids received from the following Bidders	Amendment #
Answers Posted Bid Receipt, Opening Sections 5. Bids received from the following Bidders	Amendment #
Answers Posted Bid Receipt, Opening Sections 5. Bids received from the following Bidders	Amendment #

Were any bids received after the submission deadline? Were any bids received in a manner non-compliant with the IFB? Did any Bidder withdraw its Bid? Did any Bidder modify its Bid? Did the Agency request any Bidder to confirm its Bid? Did the Agency waive any minor informalities? Did any Bidder offer more comprehensive services than requested? Did any Bidder submit multiple or alternate bids?	Yes	No N
Were there any low-tie bids?	Yes	No 🗹
Were any conditional bids received?	Yes	No 🔽
If the answer to any of the above questions is yes, explain the facts a addressed the issue in compliance with Sections 5.4 and 5.5 and the relevant		- 1
Were all Bidders deemed Responsive? Yes No No List Bidders deemed non-responsive and explanation for that determination	on	
Date Non-Responsive Bidders Notified		
Were all Bidders deemed Responsible? Yes No No List Bidders deemed non-responsible and explanation for that determinat	ion	
Date Non-Responsible Bidders Notified	: -	

Notice of Intent to Awa Section 5.6.1 Documentation which proves compliance with all reg		ed.		
Successful Bidder(s) Systronic Systems, LLC				
 Names of all Bidders in order of overall price? Each bidder's specific price? Identity of non-responsive/non-responsible bidders? Identity of intended awardee? Notice of debriefing? Notice of opportunity to request reconsideration? Notice Agency Procurement File is on website? Date Notice of Intent to Award Posted to Agency Website Date Notice of Intent to Award posted to the Procurement Date Notice of Intent to Award sent to all Bidders 	Yes	No	N/A D	
Contract awarded to the lowest priced responsive and resp	onsible Bidde	er? Yes	No 🗌	
Debriefings Section 5.6.2				
보고 : : : : : : : : : : : : : : : : : :				
보고 : : : : : : : : : : : : : : : : : :				
Section 5.6.2				
Section 5.6.2 Was a debriefing offered? Yes No	5,6.2 must be sub	bmitted to O	PSCR prior to	
Section 5.6.2 Was a debriefing offered? Yes No left yes, have all debriefings been completed? Yes No left no, what is the anticipated date of completion? The debriefings must be completed and the memorandum required by Section the date of the PPRB meeting. Request for Reconsideration of the Section 5.6.3 Provide as many copies of this form as necessary to report all	Intent to A	ward	PSCR prior to	
Section 5.6.2 Was a debriefing offered? Yes No If yes, have all debriefings been completed? Yes No If no, what is the anticipated date of completion? The debriefings must be completed and the memorandum required by Section the date of the PPRB meeting. Request for Reconsideration of the Section 5.6.3 Provide as many copies of this form as necessary to report all. The following bidders requested reconsideration of the integral None	Intent to A	ward		

Date Request & Agency Response Posted to the Agency Website
Date Request & Agency Response Posted to the Procurement Portal
Date Request & Agency Response Sent to all Prospective Bidders
If more than one request for reconsideration was received and the agency did not post the response to all requests on the same day, the agency should supplement this form with the date each response was posted on the Agency website, posted on the procurement portal, and sent directly to all prospective bidders.

	Contract		
	Chapter 14, Appendix E		
rovide the IFB	and contract page number for the following	lFB	Contract
 Services to 	be performed/deliverables to be provided	11-13	Att-A
	performance	1	1
•	rvices (fixed-price; cost reimbursement; etc)	3	2
	and/or bonding requirements	5	Att-A
	stment language	3	Att-A
oplain any dis	crepancies between the IFB language and the c	ontract langua	age regarding the
 :ate the page	number in the contract where the following re	quired clauses	are located
tate the page 2 5-6	Applicable Law Clause	quired clauses	are located
2	Applicable Law Clause Approval Clause	quired clauses	are located
2 5-6	Applicable Law Clause Approval Clause Availability of Funds Clause		
2 5-6 2 3 3	Applicable Law Clause Approval Clause		
5-6 2 3	Applicable Law Clause Approval Clause Availability of Funds Clause Compliance with Equal Opportunity in Emp		
5-6 2 3 3	Applicable Law Clause Approval Clause Availability of Funds Clause Compliance with Equal Opportunity in Emp Compliance with Laws Clause		
2 5-6 2 3 3 4 4-5 9	Applicable Law Clause Approval Clause Availability of Funds Clause Compliance with Equal Opportunity in Emp Compliance with Laws Clause E-Payment Clause		
2 5-6 2 3 3 4 4-5	Applicable Law Clause Approval Clause Availability of Funds Clause Compliance with Equal Opportunity in Emp Compliance with Laws Clause E-Payment Clause E-Verification Clause		
2 5-6 2 3 3 4 4-5 9	Applicable Law Clause Approval Clause Availability of Funds Clause Compliance with Equal Opportunity in Emp Compliance with Laws Clause E-Payment Clause E-Verification Clause No Limitation of Liability		
2 5-6 2 3 3 4 4-5 9 5 2-3 3	Applicable Law Clause Approval Clause Availability of Funds Clause Compliance with Equal Opportunity in Emp Compliance with Laws Clause E-Payment Clause E-Verification Clause No Limitation of Liability Paymode Clause		
2 5-6 2 3 3 4 4-5 9 5 2-3 3 2	Applicable Law Clause Approval Clause Availability of Funds Clause Compliance with Equal Opportunity in Emp Compliance with Laws Clause E-Payment Clause E-Verification Clause No Limitation of Liability Paymode Clause Procurement Regulations Clause	loyment Polic	
2 5-6 2 3 3 4 4-5 9 5 2-3 3 2	Applicable Law Clause Approval Clause Availability of Funds Clause Compliance with Equal Opportunity in Emp Compliance with Laws Clause E-Payment Clause E-Verification Clause No Limitation of Liability Paymode Clause Procurement Regulations Clause Property Rights Clause	loyment Polic	
2 5-6 2 3 3 4 4-5 9 5 2-3 3 2 2	Applicable Law Clause Approval Clause Availability of Funds Clause Compliance with Equal Opportunity in Emple Compliance with Laws Clause E-Payment Clause E-Verification Clause No Limitation of Liability Paymode Clause Procurement Regulations Clause Property Rights Clause Representation Regarding Contingent Fees	loyment Polic	
2 5-6 2 3 3 4 4-5 9 5 2-3 3 2	Applicable Law Clause Approval Clause Availability of Funds Clause Compliance with Equal Opportunity in Emp Compliance with Laws Clause E-Payment Clause E-Verification Clause No Limitation of Liability Paymode Clause Procurement Regulations Clause Property Rights Clause Representation Regarding Contingent Fees Representation Regarding Gratuities Clause	loyment Polic	

Contract Approval Sections 1.2.1, 1.2.2, 5.6.4, and 14	1.8
Date Submitted to OPSCR 11-3-2025	
Requested PPRB Meeting Date 12/3/2025	
*The Contract Effective Date cannot be prior to the PPRB Meeting Date.	
The contract requires regulatory board approval (other than Pi	PRB)? Yes No 🗸
Board	
Expected Board Meeting Date	red before final approval.
Contractor is qualified to do business in the State per Miss. Coo Provide documentation of registration and good standing with the Mississippi Secre	
Insurance Requirements in Contract (type of insurance and am	ount)
General Liability	\$ 1,000,000.00
Workers' Compensation	\$ Statutory Minimum
	**. \$
	\$
	\$
A current Certificate of Insurance reflecting the required coverage must be submitted	ed to OPSCR.
Does the contract require that the Agency be listed as an Addit	tional Insured? Yes 🗸 No
What is the funding source for this contract?	
100 % State General Funds	
% Federal Funds	
% Grant Funds (describe Grant)	
% Other (describe)	
Did the agency submit the procurement to OPSCR for a com Section 1.2.3 during the procurement process? Yes No v If yes, all communication with OPSCR during the compliance review regarding the re	
Was there a conflict between the procurement requirements PPRB OPSCR Rules and Regulations? Yes No	of the funding source and the
Did the agency take any specific action to preserve the procure If yes, the memorandum required by Section 1.4.8.1 shall be submitted to OPSCR.	ement? Yes No 🔽

Did the Agency make decision(s) during the procurement process implicating the principles competition, fairness, and transparency? Yes No	of
If so, explain the facts underlying the decision and the legitimate business purpose supportir the agency's decision.	ng
the agency's decision.	
Has the Agency Head delegated authority to a designee to execute the contract? Yes No	<u></u>
If yes, the memorandum required by Section 14.9 shall be submitted to OPSCR.	
Are these services currently being provided to the Agency? Yes 🔽 No 🗌	
If yes, who is currently providing the services? Systronic Systems, LLC	-
Against Bannagartative for DDDB Mosting Thomas Steen and Jenny Pittman	
Agency Representative for PPRB Meeting Thomas Steen and Jenny Pittman Thomas Steen@msh.ms.gov Email Address Jenny.Pittman@msh.ms.gov Telephone Number 601-351-8000 x816	ਤ i&
Candy Jardan	
Responsible Agency Official Sandy Jordan	
Title <u>Procurement Team Leader</u>	
Telephone Number 601-351-8057	
Email Address Sandy Jordan@msh.ms.gov	
By signing below, I certify that all information provided herein and/or uploaded to MAGIC is tr correct, and complete to the best of my knowledge.	ue,
Signature Date 11/3/2025	
OPSCR USE ONLY	
Primary Analyst Signature	
Secondary AnalystSignature	
The second of th	

Agency Procurement File

	Agency File	×	×	×	×	×	×	×	×
	Submit to OPSCR	×	×	×	×	×	×	×	×
	Post on Website with Notice of Intent to Award		×		×	×	×		
	Mandatory							×	
	May or May Not be Applicable	×	×	×	×	×	×		×
Appendix D	Required Documentation	Purview Determination Communication with DFA and/or ITS regarding purview of the procurement	PPRB's Discretionary Authority Any requests for exceptions to regulatory or statutory requirements	Compliance Review Documentation regarding any compliance review(s) previously conducted by OPSCR	Funding Source Conflict Written determination of conflict with funding source procurement rules; action taken	Competition, Fairness, and Transparency Legitimate business reason(s) for decisions impacting competition, fairness, or transparency of procurement	<i>Preservation of Procurement</i> A memorandum explaining any decisions made to preserve the procurement	Authorized to do Business in the State Contractor's registration with the Mississippi Secretary of State (good standing)	Request for Information Content of RFI, proof of publication, responses received, required written determination
	Rule Reference	0.1	1.1.8	1.2.3	1.3.2	1.4.2	1.4.8	1.4.9	Chapter 4

Mississippi Department of Finance and Administration Office of Personal Service Contract Review Page 1.1 of 14

Rule Reference	Required Documentation	May or May Not be Applicable	YrotebneM	Post on Website with Motice of Intent to Avard	Solphit to OPSCR	Agency File
	Invitation for Bids Full solicitation document as issued by the Agency		×	×	×	×
	Public Notice Proof of publication in the newspaper, procurement portal, website, and direct solicitation of 3 bidders; written determination if advertising less than 30 days		×	×	×	×
5.2.4	Request for Reconsideration of the Terms of the Solicitation Any requests received; the Agency response; proof of distribution of the Agency response directly to bidders, on website, and on procurement portal; memorandum regarding reasonable time between response and submission deadline (if applicable)	×		×	×	×
5.3.1	Letters of Intent A copy of all letters of intent received by the Agency	×		×	×	×
5.3.2	Pre-Bid Conference Record of attendees, recording of the conference (if one is made), any documentation provided to conference attendees, amendments issued to the IFB	*		×	×	×
5.3.4	IFB Amendments (including Q&A) All amendments issued; proof of distribution directly to bidders, on website, and on procurement portal; memo regarding reasonable time for distribution (if applicable)	*		×	×	×
	Receipt and Register of Bids Register of bids; proof of date and time all bids were received; written determination regarding consideration of late bids (if applicable)		×	×	×	×
5.4 and 5.7	All Bids Received Full copies of all bids submitted to OPSCR; redacted copies posted on Agency website; documentation regarding any bid returned to the bidder and the reason(s) therefor.		×	×	×	×

Mississippi Department of Finance and Administration Office of Personal Service Contract Review Page 12 of 14

May or May Not be Applicable Mandatory Post on Website with Notice of Intent to Award Submit to OPSCR	× ×	× × ×	X X X	× × ×	×	X X X	×	× × ×
Required Documentation	Acknowledgement of Amendments Every bidder's acknowledgement of every amendment (in writing)	Evaluation of Bids Documentation regarding responsive/responsible determination and evaluation of price	Bid Irregularities Documentation regarding modification, withdrawal, or confirmation of bids; any minor informalities waived by the Agency; resolution of low tie bids; or single bid received	Notice of Intent to Award Notice of Intent to Award and proof of distribution directly to bidders, on website, and on procurement portal, information regarding debriefings, requests for reconsideration, and the Agency Procurement File on the website (screenshot)	Debriefings List of bidders requesting debriefing; when conducted; any other documentation	Request for Reconsideration of the Intent to Award Any requests received; the Agency response; proof of distribution of the Agency response directly to bidders, on website, and on procurement portal	PPRB Approval Correspondence with OPSCR, PPRB agenda, PPRB minutes with approval, Notice of Contract Award	Rejection of Individual Bids Correspondence regarding rejection of individual bids; disposition of bids
Rule Reference	5,5,5	5.5	5.5.1 and 5.5.10	5.6.1	5.6.2	5.6.3	5.6.4	5.7

Rule Reference	Required Documentation	May or May Not be Applicable	YaotabnaM	Post on Website with Motice of Intent to Award	Submit to OPSCR	Agency File
5.7	Cancellation Notice of cancellation and proof of distribution; required written determination; information regarding disposition of bids	×		· .		×
Chapter 14	Contract Full contract submitted to OPSCR; contract with trade secrets redacted on website		×	×	×	×
14.8.3	Regulatory Board Approval Board minutes or letter from board chair confirming approval	×			×	×
14.9	Agency Head Designee for Contract Execution Written delegation by the Agency Head for designee to execute contracts	×			×	×
Appendix E	Appendix Exception Request for Required Clauses E Letter from Agency legal counsel requesting exception; approval by OPSCR	×			×	×

BID DOCUMENTS

AFFIDAVIT

PROOF OF PUBLICATION

RANKIN COUNTY NEWS • P.O. BOX 107 • BRANDON, MS 39043

STATE OF MISSISSIPPI COUNTY OF RANKIN

THIS 24TH DAY OF SEPTEMBER, 2025, personally came Marcus Bowers, publisher of the Rankin County News,

NOTICE TO BIDDERS

Invitation for Bids will be received by Mrs. Sandy Jordan, Procurement Team Leader, Mississippi State Hospital Building 93, P.O. Box 157-A., 3550 Hwy 468 West, Whitfield, MS 39193, up to and not later than 3:00 P.M. Tuesday, October 21, 2025, for the following goods and/or services with a projected contract start date of December 4, 2025.

MSH BID FILE: 10.71.2025,492 (FIRE ALARM, CCTV, & DOOR CONTROLS MAINTENANCE) RFX: 3160007614

At which time they will be opened. Contract/IFB documents and/or information may be obtained fimm:

Sandy Jordan/Procurement Team Leader

P.O. Box 157-A/3550 Hwy 468 West Whitfield, MS 39193

Tellephone: (601) 351-8057 Fax: (601) 351-8262

E-Mail: Sandy.Jordan@msh.ms.gov Mississippi State Hospital reserves the right to waive minor informalities and to reject any and all bids. Mississippi State Hospital also reserves the right to amend specifi-cations or change the opening date upon reasonable notice to all who are known to have examined or requested a copy of the specifications from the designated authority.

Sincerely, Sandy Jordan Sandy Jordan Procurement Team Leader September 17, 24, 2025 #1303

> NCES CONGER Commission Expires Jan. 25, 2026

a weekly newspaper printed and published in the City of Brandon, In the County of Rankin and State aforesaid, before me the undersigned officer in and for said County and State, who being duly sworn, deposes and says that said newspaper has been published for more than 12 months prior to the first publication of the attached notice and is qualified under Chapter 13-3-31, Laws of Mississi thereto, and that a certa

ssippi,	1936,	and	laws su	ppiemei	ntary	and	ameno	lait
ain								
NO	TICE_	TO E	SIDDEF	rs				

FIRE ALARM, CCTV & DOOR CONTROLS MAINTENANCE

a copy of which is hereto attached, was published in said newspaper Two (2) consecutive weeks, as follows, to-wit:

Vol 178 No. 11 on the 17th day of September, 2025

Vol 178 No. 12 on the 24th day of September, 2025

Marcus Bowers MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 24th day of September, 2025

> nancer Conque Notary Public FRANCES CONGER My Commission Expires: January 25, 2026

PRINTER'S FEE: (12 cents per word for first insertion and 10 cents per word for each subsequent insertion)

\$38.50 175 words at 22 per word..... 6.00

Proof of Publication (2)

TOTAL..... \$44.50

MSH MATERIEL MANAGEMENT BID TABULATION/RECORD

BID NO. 10.24.2025.492	Date_ \ &	1 <u>21145</u> 111	1E <u>320</u> 0	DPM LOCATI	MOCP NO
BIDS MAILED BIT	OS R ec'o		810	OS REJECTED_	NA
	WIT	NESSES			
NAME ,		TITLE			
Sandy R. Jordan		Procer	eme	nt Tear	n Leoder
Shantae Kanson	1		reno	use Te	am Leader
UCNDOB	·	RECEIVED	סוח לי		COMMENTS
VENDOR	DATE	TIME	BID \$		PUMMEN 1.9
Systronic Systans, LL	210/20/25	10:33Am			
,					

					3327030

Vol. Manufacture and the second secon	BID(S)	ACCEPTED			
VENDOR	BID AMOUNT	,		JUSTIFICATIO	
Systronic Systems, LC	#1895	.00/Mon	Hly	only 1	Bidder
					46/44444
The transfer of the transfer o			f L: J		l angend on the data
This is to certify that the above is an account and at the time shown above.	orate and com	ihiste taoniatii	סום זנו נוננ	2 LECEIVED 9UC	i obsusa mi ilis dars
Sandy Wonda		Po	Y i m	ment I	and lander
Signature		Title	<u> </u>	11151/1	
10/21/2025					
Date					Pg l of l

MSH BID OPENING ATTENDANCE LOG

WSH BID FILE NO: 10.31.3035.497	LOCATION: 95CW	DATE: 10/21/3025
VISITOR'S NAME	COMPANY	TIME IN TIME OUT
Sadu Tarles	MSH	3:05PM 3:05PM
Shartue Pansom	HsM	3 apm. 3:05em

VENDOR MAILING LIST: BID FILE - 10.21.2025 (RFX - 3160007614)

FIRE ALARM, CCTV, AND DOOR CONTROL MAINTENANCE SERVICES

VENDOR	ADDRESS	TELEPHONE	DATE MAILED RESPONDED	RESPONDED
Systronic Systems, LLC	105 Metroplex Blvd., Pearl, MS 39208	601-346-2701	9/17/2025	Yes
Johnson Controls	193 Business Park Dr., Ridgeland, MS 39157	601-503-2111	9/17/2025	No
Guardian Worldwide	123 Nashville, Nashville, TN 37115	432-557-4148	9/17/2025	No
Signal Point Systems	1270 Shiloh Rd., Ste 100, Kennesaw GA 30144	770-499-0439	9/17/2025	No
Tek Pro Inc.	89 Mary Brown Rd., Quincy, FL 32352	850-228-8005	9/17/2025	No
Howard Electric & Controls, LLC	1280 Simpson Hwy 28W, Pinola, MS 39149	601-847-2469	9/17/2025	No
B&E Communications Inc.	5250 Greenway Dr., Jackson, MS 39204	601-922-6031	9/30/2025	No
Control Systems Inc.	909 Quinn St., Jackson, MS 39202	769-428-0477	10/10/2025	No
Dodge Construction Network	56 Broad St., Ste 14070, Boston, MA 02109	877-784-9556	10/14/2025	No

MSH BID FILE: 10.21.2025.492/RFX 3160007614 (Fire Alarm, CCTCV, and Door Control Maintenance Services)

October 21, 2025 @ 3:00 P.M.

Systronic Systems, LLC	Vendor
1895.00	Monthly
110.00/HR	Regular
145.00/HR	Overtime Rate
190.00/HR	Weekend/Holiday

time shown above. This is to certify that the above is an accurate and complete tabulation of bids received and opened on the date and at the

Signature: Date: 10/30/2035



Mississippi State Hospital

P.O. Box 157-A, WHITFIELD, MS 39193

(601) 351-8000

WWW.MSH.STATE.MS.US

JAMES G. CHASTAIN, DIRECTOR

To:

Mr. Wayne White/Vice President

From: Sandy Jordan/Procurement Team Leader

Date: October 22, 2025

RE:

NOTICE OF INTENT TO AWARD

Please consider this notice that the Mississippi State Hospital, after careful review, intends to award a contract to provide professional fire alarm, cctv, and door control maintenance services, as required by Invitation for Bid 10.21.2025.492 (RFX 3160007614), to Systronic Systems, LLC, based on Systronic Systems, LLC submitting the only bid. Please be aware under Mississippi Public Procurement Review Board Office of Personal Services Contract Review Procurement Rules and Regulations, unsuccessful bidders may request reconsideration of MSH's intent to award a contract in accordance with Section 5.6.3 in the Office of Personal Service Contract Review Rules and Regulations.

Any Offeror may also submit a written request for debriefing to sandy.jordan@msh.ms.gov at any time prior to 3:00 p.m. CST, October 29, 2025. Any request shall list the names and titles of all individuals who will attend the debriefing on behalf of the offeror and all questions or issues the offeror wishes to discuss at the debriefing.

Upon completion of the reconsideration period or resolution of any requests for reconsiderations filed, a contract will be issued to Systronic Systems, LLC, contingent upon completion of successful negotiation of terms and conditions of the solicitation referenced above.

Bidders shall also note that a copy of the complete procurement file is available for viewing on the MSH website at msh.ms.gov.

If you have any questions, you may contact me at (601) 351-8057 or by e-mail at sandy.jordan@msh.ms.gov.

A FACILITY OF THE MISSISSIPPI DEPARTMENT OF MENTAL HEALTH

Procurement Schedule: MSH Bid File 10.21.2025.492 Fire Alarm – CCTV – Door Control Maintenance Method of Award: By line item #1 monthly scheduled preventative maintenance overall cost

Line No.	Qty	Description	Bid Price \$
	See Exhibits F, G, & H	Routine scheduled preventative maintenance inspection, calibration, verification, certification, testing and routine minor repair as needed are contracted under this agreement for fire alarms, CCTV, and door controls for MSH locations as listed in Exhibits F, G, & H. Contractor shall provide a service program in which all components of applicable equipment are maintained, inspected, tested and repaired at a schedule agreed upon by the contractor and MSH staff. All work performed under these specifications shall comply with NFPA, Joint Commission, State, County, and Local codes.	\$\$\$
2.	For informational purposes only, all bidders must provide labor rates as requested in this section. Provision of this information does not guarantee utilization of services.	Rates governing regular, overtime, and holiday repair work within the scope of routine minor repairs determined during regular pm inspections. It is mandatory that all bidders provide this information.	\$ 1/6 °° Per Hour Regular \$ 145 °° Per Hour Overtime \$ 190 °° Per Hour Holiday

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

1. State regular work hours: From <u>Sam</u> to <u>4pm</u>

2. State regular work days: From Monday to Friday

BIDS WILL BE OPENED: 3:00 P.M. Tuesday, October 21, 2025, at Building 93, Mississippi State Hospital.

I certify that I am authorized to enter into a binding contract, if this bid is accepted. By signing below, the undersigned agrees to all terms and conditions of the Invitation For Bid, including attachments, in whole and with exception of those

amendments as acknowledged in writing to bidder and signed by a duly authorized agent of MSH.

Acknowledgement Of A each amendment receive				nents by placing an "X" by b. 3)X
Vendor's Quotation No	NA		Date	10/17/25
Name Of Company	Stronic Sys	CNE, LLC	Telephone_	601-346-270
Email Address:	wayne a sy	<u>Stronicm</u>	s.com	
Address105	metroplex	Blud		
City/State/Zip Code	Pearl, V	$MS = \frac{3}{2}$	39208	
By // (Si	junature)	Title	Vice Dre	esident
to provide services within is good for 60 days from the acceptance of any or all in purchase order or contra	days from receipt he date of the bid opening tems by the Mississippi S ct award notice is mailed ove without further action by	of order or notice to the submitting the tate Hospital, a co I or otherwise furn by either party. The	o proceed. Unless no above bid, it is expre ntract shall hereby the ished to the succes contract shall not be	(Vendor) and agree of tified to the contrary, this offer essly agreed that upon proper be created only after a written isful bidder within the time of e assignable by the vendor in
Sandy Jordan				
Lander Gooda				
Procurement Team Lead	er			

REFERENCE PAGE – EXHIBIT: A

COMBANY MANAE	CONTACT PERSON	TELEPHONE	ADDRESS	DATE OF LAST
				SERVICE/SALE
HSIM	Mazels howood	601-906-2474	3550 HWY 468W	10/25
HUDSPETT CENTER JASON VARNER	-	601-745-6253	whithield, MS 39193	10/25
BOSWELL REGIONAL EXIC TITUS		601-382-1788	3382-382 Beswell Regional 10/25	10 25
NOTE: ALL REFERENCES W	VILL BE CONTACTED AND THEY MUST R	EPORT THE BIDDER TO BE	NOTE: ALL REFERENCES WILL BE CONTACTED AND THEY MUST REPORT THE BIDDER TO BE OF GOOD REPUTATION IN PROVIDING SERVICES	RVICES

THE SAME AS THOSE REQUESTED IN THIS IFB.

YEARS IN BUSINESS

Years and /O	Indicate the length of time you
Months	Indicate the length of time you have been in business providing the services requested in this invitation for bid:
	40

EXHIBIT - C

CERTIFICATIONS AND ASSURANCES

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

- 1. Representation Regarding Contingent Fees. By responding to the solicitation the bidder represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the bidder cannot make such a representation, a full and complete explanation shall be submitted in writing with the bidder's response.
- 2. Representation Regarding Gratuities. The bidder represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MSH a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror further represents that no employee or former employee of MSH has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by bidder. Bidder further represents that it is in compliance with the Mississippi Ethics in Government Laws, codified at Mississippi Code Annotated 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
- 3. Certification of Independent Price Determination. By submitting a bid the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder or competitor for the purpose of restricting competition.
- 4. <u>Certification of Non-Debarment.</u> By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by an political subdivision or agency of Mississippi and that it is not an agent of a person or entity that is currently debarred form submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.

o. a.c ocac o
Signature of Bidder
Vice President
Title
10-17-25
Date

NOTE: IT IS MANDATORY THAT THIS PAGE BE SIGNED AND RETURNED WITH BID

EXHIBIT - D

BID ACKNOWLEDGEMENT AND AUTHORIZATION FORM FOR PROPOSED AGREEMENT ON MSH FIRE ALARM, CCTV & DOOR CONTROL MAINTENANCE SERVICES

- The undersigned hereby acknowledges that he/she has read and understands the specifications, requirements, and proposed agreement regarding fire alarm, cctv, & door maintenance services issued by Mississippi State Hospital (MSH). He/she further acknowledges that the bidder's proposed services fully meet or exceed those as specified in Mississippi State Hospital Invitation for Bid (IFB) for fire alarm, cctv, & door control maintenance services dated September 17, 2025. Additionally, the bidder agrees that all of its bid documents and responses to the aforementioned Invitation for Bid will, at the option of MSH, become a legally binding and essential portion of the final contract between the bidder and MSH.
- 2. The undersigned hereby agrees that all information contained in this Invitation for Bid is "Confidential and Proprietary Information," and agrees that it will not permit the duplication, use or disclosure of any such Confidential and Proprietary Information to any person (other than its own employees who must have such information for the performance of obligations thereunder by legal means), without authorization in writing by an authorized Officer of MSH.
- 3. By signing below, the undersigned acknowledges that he/she is a duly authorized agent of the company listed below and, as such, agrees to all above terms and conditions of the IFB for fire alarm, cctv, & door control maintenance services in whole, with exception of those amendments as acknowledged in writing to bidder and signed by a duly authorized agent of MSH.

Company Name:	Systra	nic	System	s, LLC	
Name of Authorized .	Agent (Printed):	leg	ands	WAYNE	WHITE
Signature of Authoriz			Un little	-	
Date:	00/17/2	5			

NOTE: IT IS MANDATORY THAT THIS FORM BE SIGNED AND RETURNED WITH BID

EXHIBIT - E

MISSISSIPPI DEPARTMENT OF FINANACE AND ADMINISTRATIVE RULE FOR MANDATORY ELECTRONIC PAYMENT OF VENDORS AND ELECTRONIC INVOICING BY VENDORS

Vendor Name ("Vendor"): 50000 Spens, LLC
Vendor has received a copy of the "Mississippi Department of Finance and Administration Administrative Rule on Mandatory Electronic Payment of Vendors."
Vendor understands that MSH is an agency of the State of Mississippi, and as such, its payments are processed by the Mississippi Department of Finance and Administration ("DFA").
Vendor agrees to one of the following:
 a) Within 60 days, enroll in the State of Mississippi E-Payment vehicle, currently Paymode™, for the receipt of payment from the State of Mississippi. b) Obtain an exemption from DFA before providing any good or services which may be billable to MSH.
Vendor understands that payment will not be received from the MSH until enrollment in Paymode™ is complete, or an exemption is granted by DFA.
May Most Signature
WAYAW WHITE Printed Name
Title NOTE PRESIDENT Title
<u>10/1/25</u> Date



This is not an official certificate of good standing.

18	ame	HIS	tory

Name

Name Type

Systronic Systems LLC

Legal

Business Information

Business Type:

Limited Liability Company

Business ID:

1243046

Status:

Good Standing

Effective Date:

10/29/2020

State of Incorporation:

Mississippi

Principal Office Address:

105 Metroplex Blvd., 105 Metroplex Blvd.

Pearl, MS 39208

Registered Agent

Name

KEITH LOFTON 124 Bonne Vie Drive Brandon, MS 39047

Officers & Directors

Name

Title

Keith Lofton

124 Bonne Vie Dr

Brandon, MS 39047

Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CONTACT NAME: Amber Cooper					
PHONE (A/C, No. Ext): 601-863-3191 (A/C, No.	o): 601-957-7098				
E-MAIL ADDRESS: Amber Cooper@ajg.com	E-MAIL				
INSURER(S) AFFORDING COVERAGE	NAIC#				
INSURER A: Union Insurance Company	25844				
NLLC-05 INSURER B: LUBA Indemnity Insurance Company					
INSURER C:					
INSURER D:					
INSURER E :					
INSURER F:					
	NAME: Amber Cooper PHONE (A/C, No. Ext): 601-863-3191 E-MAIL ADDRESS: Amber Cooper@ajg.com INSURER(S) AFFORDING COVERAGE INSURER A: Union Insurance Company INSURER B: LUBA Indemnity Insurance Company INSURER C: INSURER C: INSURER C: INSURER E:				

COVERAGES CERTIFICATE NUMBER: 373339006

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ISR TR	TYPE OF INSURANCE	ADDL SI		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR		CPA450762544	8/17/2025	8/17/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 500,000
ŀ	CEANNS-MADE 1- CCCON					MED EXP (Any one person)	\$10,000
	333043					PERSONAL & ADV INJURY	\$ 1,000,000
Ī	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
	POLICY X PRO-			•		PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:						\$
Α	AUTOMOBILE LIABILITY		CPA450762544	8/17/2025	8/17/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY AUTOS					BODILY INJURY (Per accident)	\$
ľ	X HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
Ì	AUTOS UNET			-			\$
A	X UMBRELLA LIAB X OCCUR		CPA450762544	8/17/2025	8/17/2026	EACH OCCURRENCE	\$ 1,000,000
Ì	EXCESS LIAB CLAIMS-MADE					AGGREGATE	s 1,000,000
İ	DED X RETENTION\$ 10 000						s
	WORKERS COMPENSATION		027000301589125	8/17/2025	8/17/2026	X PER OTH- STATUTE ER	
1	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE Y/N					E.L. EACH ACCIDENT	\$ 1,000,000
	OFFICER/MEMBER EXCLUDED?	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A A	Equipment Floater Installation Floater		CPA450762544 CPA450762544	8/17/2025 8/17/2025	8/17/2026 8/17/2026	Leased/Rented Limit	\$100,000 \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION

MISSISSIPPI STATE HOSPITAL 3550 Hwy 468 West Whitfield MS 39193 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



Mississippi State Hospital

P.O. Box 157-A, WHITFIELD, MS 39193

(601) 351-8000

WWW.MSH.STATE.MS.US

JAMES G. CHASTAIN, DIRECTOR

Memo

To:

Mississippi Office of Personal Services Contract Review

From: Sandy Jordan/Procurement Team Leader

Date: October 30, 2025

RE:

AWARD RECONSIDERATION CERTIFICATION/POST AWARD DEBRIEFING CERTIFICATION

This is to certify that all prospective offerors for Mississippi State Hospital invitation for bid 10.21.2025.492/RFX 3160007614, have been provided with adequate time to request reconsideration of award and no request or potential request is known. This is also to certify that all prospective offerors for Mississippi State Hospital invitation for bid 10.21.2025.492/RFX 3160007614, have been provided with notice of their rights to request a post award debriefing and no such request has been received and/or is known.



Mississippi State Hospital

P.O. Box 157-A, Whitfield, MS 39193

(601) 351-8000

WWW.MSH.STATE.MS.US

IAMES G. CHASTAIN, DIRECTOR

Memo

To: OPSCR

From: Sandy Jordan/Procurement Team Leader

Date: October 30, 2025

RE: Amendment Memo – Bid File 10.21.2025.492

This memo serves to inform you that there were no amendments to the Fire Alarm, CCTV, and Door Control Maintenance Services Invitation for Bid (IFB).

Signature.

Date: 103012025

MSH PERSONAL SERVICES AGREEMENT



AGREEMENT BETWEEN MISSISSIPPI STATE HOSPITAL of

Whitfield Mississippi (MSH) and Systronic Systems, LLC

This agreement is entered into by Mississippi State Hospital, hereafter called "Hospital" or "Agency" whose address is Post Office Box 157-A, 3550 Highway 468 West, Whitfield, Mississippi and Systronic Systems, LLC, hereinafter called "Independent Contractor" or "Contractor" for the provision of services as set out herein. The term "Hospital" includes Whitfield Medical Surgical Hospital, Jaquith Nursing Home, Oak Circle Center, and other programs and divisions of Mississippi State Hospital

NOW THEREFORE, the parties agree to the terms and conditions herein.

1. INDEPENDENT CONTRACTOR

Neither Independent Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Hospital or any of its subordinate programs and Hospital or any of its subordinate programs shall be at no time legally responsible for any negligence or other wrongdoing by the Independent Contractor or its servants, or agents. Hospital agrees to compensate as outlined in Attachment - A, which is attached hereto and made a part of as if fully copied herein. These funds shall be paid directly to the Independent Contractor by Hospital. Hospital or any of its subordinate programs shall not withhold from the Independent Contractor payments for any federal or state unemployment taxes, federal or state income taxes, Federal Insurance Contributions Act (FICA) withholdings, or any other amounts for benefits to Independent Contractor. Further, Hospital or its subordinate programs shall not provide to Independent Contractor any insurance coverage or other benefits including Workers Compensation, normally provided by the state for its employees.

SCOPE OF WORK

Independent Contractor agrees to provide services to the Hospital as described, and under the conditions, as set out in Attachment - A which is attached hereto and made a part of as if fully copied herein.

PERIOD OF AGREEMENT

Performance of the services will begin on or about <u>December 4, 2025</u> and will end on or about <u>December 3, 2029</u>. The contract may be renewed for one additional year based on the needs of the hospital, availability of funds, approval of the Mississippi Board of Mental Health, and approval of

the Mississippi Public Procurement Review Board.

4. COMPENSATION

Hospital agrees to compensate Independent Contractor at a rate for services described in Attachment

-A. The total contract amount will not exceed \$90,960.00.

RESERVATION OF RIGHT

Any and all forms, reports, designs, and other materials prepared by Independent Contractor for Hospital shall be used by Hospital only for its own internal operations. Hospitals retain all rights and interest in said reports.

6. APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.

7. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of Hospital to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, Hospital shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Hospital of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

8. REPRESENTATION REGARDING CONTINGENT FEES

By executing the contract, the Independent 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 the contractor's bid or proposal.

9. REPRESENTATION REGARDING GRATUITIES

Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Hospital a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of Hospital has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

10. PROCUREMENT REGULATIONS

This contract shall be governed by the applicable provisions of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any bidder or offeror responding to a solicitation for personal and professional services and any contractor doing business with a state agency is deemed to be on notice of all requirements therein.

11. REQUIRED PUBLIC RECORDS AND TRANSPARENCY

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The contractor acknowledges and agrees that the Hospital and this contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008, codified at Mississippi Code Annotated §§ 27-104-151, et seq.

12. COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY

Contractor understands that the Hospital 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.

13. COMPLIANCE WITH LAWS

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

14. HIPAA

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.

15. PROPERTY RIGHTS

Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that the Hospital may terminate this contract at any time for its own convenience.

16. TERMINATION

Termination for Convenience. The Hospital may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The Hospital shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If the Hospital gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the Hospital may terminate the contract for default and the Contractor will be liable for the additional cost to the Hospital to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

17. TERMINATION UPON BANKRUPTCY

This contract may be terminated in whole or in part by the Hospital upon written notice to Independent Contractor, if Independent Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Independent Contractor of an assignment for the benefit of its creditors. In the event of such termination, Independent 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.

18. 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 "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, et seq.

19. E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the Hospital subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this clause may subject Contractor to the following:

(1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Procurement

Review Board Office of Personal Service Contract Review Rules and Regulations;

(2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi; or

(3) both.

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

20. ANTI-ASSIGNMENT/SUBCONTRACTING

The Independent Contractor acknowledges that it was selected by the Hospital to perform the services required hereunder based, in part, upon the Independent Contractor's special skills and expertise. The Independent Contractor shall not assign, subcontract, or otherwise transfer this agreement in whole or in part without the prior written consent of the Hospital, which the Hospital 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 Hospital of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the Hospital 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 Hospital may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

21. STOP WORK ORDER

The Hospital may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the Hospital. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the Hospital. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the Hospital has terminated that part of the agreement or terminated the agreement in its entirety. The Hospital is not liable for payment for services which were not rendered due to the stop work order.

22. PAYMODE

Payments by Hospital using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. The Hospital 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 Hospital is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

23. APPROVAL

It is understood that if this contract requires approval by the Public Procurement Review Board ("PPRB") and/or the Department of Finance and Administration Office of Personal Service Contract

Review ("OPSCR"), and this contract is not approved by PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

24. AUTHORITY TO CONTRACT

Contractor warrants: (1) that it is a validly organized business with valid authority to enter into this agreement; (2) that it is qualified to do business and in good standing in the State of Mississippi; (3) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (4) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

25. CHANGE IN SCOPE OF WORK

The Hospital 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 Independent Contractor that the scope of the project or of Independent Contractor's services has been changed, requiring changes to the amount of compensation to Independent Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Hospital and Independent Contractor. If Independent Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Independent Contractor, Independent Contractor must immediately notify the Hospital in writing of this belief. If the Hospital believes that the particular work is within the scope of the contract as written, Independent Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

26. INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL

Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. The services to be provided, the unit prices and overall price to be paid, and the term of the contract shall not be deemed a trade secret or confidential commercial or financial information.

27. CONFIDENTIALITY

Hospital is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act of 1983. Mississippi Code Annotated §§ 25-61-1, et seq. If a public records request is made for any information provided to [Agency] by Contractor, Hospital shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information – unless Contractor has previously indicated the information is not a trade secret or confidential commercial and financial information. The Hospital shall not be liable to the Contractor for disclosure of information required by court order or required by law.

28. CONTRACTOR PERSONNEL

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

29. EXCLUSION OR DEBARMENT

By submitting a response in response to the procurement request, the Contractor certifies that it is not currently excluded or debarred from future contract awards by any political subdivision or agency of any state, federal, local, or county government. Contractor further certifies that it is not an agent of any such person or entity. Contractor certifies that it has not, in the five-year period preceding its offer, been convicted of or had a civil judgment rendered against it for commission of a fraud or criminal offense in connection with obtaining, attempting to obtain, or performance of a public contract; violation of antitrust laws; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Contractor certifies that it is not presently indicted or otherwise criminally or civilly charged with the commission of any of the acts listed herein. Contractor certifies that, within the past five years, it has not had a contract with a governmental entity terminated due to the Contractor's failure to perform, default, or any other action or inaction by the Contractor.

30. DISCLOSURE OF CONFIDENTIAL INFORMATION REQUIRED BY LAW

In the event that either party to this Agreement receives notice that a third-party has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the other party's data or other information, the party subject to the subpoena or other legal process shall promptly inform the other party at the earliest reasonable opportunity, unless prohibited by law from doing so. Thereafter, the party subject to the legal process shall respond to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1, et seq.

31. EXCEPTIONS TO CONFIDENTIAL INFORMATION

Independent Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:

- (a) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
- (b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
- (c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
- (d) is independently developed by the recipient without any reliance on confidential information;
- (e) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
- (f) is disclosed with the disclosing party's prior written consent.

32. FAILURE TO DELIVER

In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the Hospital, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Hospital may have.

33. FAILURE TO ENFORCE DOES NOT CONSTITUTE WAIVER

Failure by the Hospital 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 Hospital to enforce any provision at any time in accordance with its terms.

34. FORCE MAJEURE

Each party shall be temporarily excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond 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 Agency in writing at its earliest reasonable opportunity of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. All parties shall make reasonable efforts to minimize the impact of the force majeure event on contract performance. The Hospital may exercise any rights it has under the contract which are available when neither party is in default.

35. INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Hospital its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement.

In the Hospital's sole discretion, upon approval of the Office of the Mississippi Attorney General and the Hospital, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and the Hospital. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the Hospital 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 and the Hospital, which shall not be unreasonably withheld.

36. 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 Hospital. Nothing contained herein shall be deemed or

construed by the Hospital, 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 Hospital and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Hospital or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the Hospital and Contractor.

Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the Hospital. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Hospital, and the Hospital shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees.

The Hospital 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 Hospital shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Hospital for its employees.

37. MODIFICATION OR RENEGOTIATION REQUIRED BY CHANGE IN LAW

The parties agree to renegotiate the agreement in good faith if federal and/or state revisions to any applicable laws or regulations make changes in this agreement necessary. This agreement may be modified only by written agreement signed by the parties hereto and approval by the Public Procurement Review Board, if required.

38. NO LIMITATION OF LIABILITY

Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.

39. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the Hospital, agreed to by Contractor, and approved by the Public Procurement Review Board, if required.

40. RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the Hospital, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the Hospital. The rights of the Hospital are in addition and without prejudice to any other right the Hospital may have to claim the amount of any loss or damage suffered by the Hospital on account of the acts or omissions of Contractor.

41. STATE PROPERTY

Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the state for any loss or damage, normal wear and tear excepted.

42. THIRD PARTY ACTION NOTIFICATION

Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

43. UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by Independent Contractor is considered by the Hospital to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Independent Contractor shall, on being notified by the Hospital, immediately correct such deficient service or work. In the event Independent Contractor fails, after notice, to correct the deficient service or work immediately, the Hospital shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Independent Contractor.

44. NOTICES

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

For Independent Co	ontractor: Name: <u>Wayne White</u> Title: <u>Vice President</u>	
	Address: 105 Metroplex Blvd., Pearl, MS 39208	
For the Hospital:	Name: <u>James Chastain</u> <u>Title: <u>Director</u></u>	
	Address: Post Office Box 157-A, Whitfield, Mississippi 3550 Highway 468 West, Whitfield, Mississippi	

45. INTEGRATED AGREEMENT/MERGER

This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Independent Contractor. Independent Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Independent Contractor on the basis of draftsmanship or

preparation hereof.	
James G. Chastain Director Mississippi State Hospital	Date
Independent Contractor	Date

ATTACHMENT - A (SERVICE REQUIREMENTS)

- Purpose. Mississippi State Hospital seeks to contract with one vendor to provide professional fire alarm, CCTV, and door control maintenance testing and inspection services that comply with NFPA 72 & FPS-00 standards, Joint Commission, State, County, and local regulations.
- Background. Mississippi State Hospital (MSH) is a large psychiatric hospital and is the largest facility operated by the Mississippi Department of Mental Health. It is located about fifteen miles Southeast of the Jackson International Airport on County Road 468. MSH was completed in 1935. The hospital complex was built on the cottage plan and occupies 350 acres. The hospital has an average daily census of 400 patients and the Jaquith Nursing Home Division also has an additional daily average census of 219 patients. All divisions of MSH are accredited by the Joint Commission. The operational divisions of MSH are acute care, nursing home, adolescent psychiatric, and adult psychiatric.
- 3.0 **Scope.** Independent Contractor shall furnish all materials, supplies, equipment, instrumentation, apparatus, testing, services, tools, insurance, supervision, labor, technical knowledge, skills, and all necessary to furnish an annual contract for fire alarm, CCTV, and door control inspection and testing services for MSH that comply with NFPA 72 (National Fire Alarm Code, 2019 or latest version) and FPS-00 (Fire Protection Systems Inspection, Test & Maintenance Manual, 4th Edition or latest edition) and the following minimum specifications:

4.0 Tasks

- A. Independent Contractor agrees that the fire alarm systems, CCTV, and door control systems as described in IFB Exhibits F, G, & H shall be serviced and maintained in a fully operational condition.
- B. Independent Contractor shall employ and supervise trained maintenance personnel and use all reasonable care to see that the systems in IFB Exhibits F, G, & H are maintained in a fully operational condition.
- C. Independent Contractor acknowledges that prior to rendering a bid to service the systems listed in IFB Exhibits F, G, & H, that it has made an inspection of all such systems. The Independent Contractor agrees to accept all systems in their present state with the understanding that the Independent Contractor will submit to the MSH Physical Plant Director or his designee, for approval, an itemized accounting of parts and labor necessary to place any malfunctioning system in fully operational mode. All charges beyond such initial repair estimates must be approved prior to the onset of such work. Upon completion of such repairs by the Independent Contractor, these systems will be maintained under the basic service agreement.
- D. Independent Contractor shall agree to conduct quarterly inspections and test 25% of all systems identified in IFB Exhibits F, G, & H in the first week of each quarter. Independent Contractor will submit a written report of the inspection results to the MSH Fire Chief, Physical Plant Director or designee within seven (7) working days after work is scheduled to be completed. Independent Contractor also shall agree to perform maintenance of 100% of the items listed in IFB Exhibits F, G, & H within

the MSH fiscal year which is July 1 through June 30. Independent Contractor shall provide documentation of all items checked during the year. Independent Contractor shall agree to perform maintenance of the fire alarms, door controls and CCTV systems in IFB Exhibits F, G, & H with all additional charges approved as specified in paragraph E. All other services shall be in accordance with paragraph E and F.

- E. Independent Contractor shall submit a written estimate of repair costs, for deficiencies discovered at the time of inspection, as part of the quarterly inspection process. Repairs shall be performed within forty-eight (48) hours after MSH approves the cost estimate. In the event that a failure cannot be remedied within 48 hours due to a delay in obtaining parts, the Independent Contractor shall make every reasonable effort to expedite the delivery of such parts and to remedy the failure.
- F. Independent Contractor shall provide service and replacement parts between quarterly inspection including service after normal business hours, weekends, and holidays as such service is requested by the MSH Fire Chief, Physical Plant Director or his designee. Independent Contractor shall respond to call back requests within twenty-four (24) hours. Independent Contractor shall supply MSH with a pager number, telephone or cell phone number that is manned twenty-four (24) hours a day, for emergency responses. The charges for replacement parts shall be billed at the Independent Contractor 's prevailing rate and labor shall be billed at the rate listed in the pricing schedule of this IFB.
- G. Independent Contractor shall provide quarterly inspection for batteries which provide routing for backup power to detectors and fire alarm system control panels. Independent Contractor shall notify the MSH Fire Chief, Physical Plant Director or designee of batteries that need to be replaced and their location. MSH will be responsible for replacing these batteries.
- H. Overall maintenance of existing building wiring is not the responsibility of the Independent Contractor. Independent Contractor is, however, responsible for recording the condition of wiring related to the fire alarm systems and must notify the MSH Fire Chief, Physical Plant Director or his designee of indicated wiring maintenance needs within twelve (12) hours of discovering a problem.
- I. Repairs made necessary by acts of nature shall not be the responsibility of the Independent Contractor. Independent Contractor shall not be responsible for the failure of equipment and/or related losses if such failure is resultant of acts of nature.
- J. Inspection forms and records shall minimally provide date of service, Hospital's name, Independent Contractor 's name and address, serviceman's name and signature, system description, procedure performed, location test area, results and recommendations.
- K. Independent Contractor shall perform sensitivity testing of all smoke detectors during scheduled inspections as required.
- 5.0 **Reporting Requirements.** Independent Contractor shall submit, within seven (7) working days, of when inspections are performed, a report of all work performed as required in 4.0J above.
- Place of Performance. Independent Contractor shall perform work as specified in each location shown in IFB Exhibits F, G, & H, all of which are located on the MSH main campus located at 3550 Hwy 468 West, Whitfield, MS 39193.

- Integration. Both parties shall understand and agree that the contract shall consist of this personal services agreement to include Attachments A & B, and the original invitation for bid to include all amendments and identified as 10.21.2025.492 which is on file with both parties for reference and the vendor's bid which is also on file with both parties and is included by reference here. No other documents shall be a part of the formal contractual agreement. This agreement, along with all attachments, shall take priority over any agreements that may be signed separately in conjunction with the original invitation for bid, to include any third-party agreements. Any ambiguities, conflicts or questions of interpretation of this Contract shall be resolved first by reference to this Agreement and, if still unresolved, by reference to the vendor's bid.
- 8.0 Compensation. In consideration of services provided, the Hospital agrees to pay to the Independent Contractor the specific sums listed in Attachment B, which is attached hereto and is understood to be part of this contractual agreement. In no event, however, will the total compensation paid to Independent Contractor be more than \$113,700.00 over the term of contract. Prices shown in Attachment B shall be fixed and firm for the five (5) year term of agreement with adjustments allowable only after the first year. Independent Contractor shall be allowed to increase pricing annually on the contract anniversary date based on the percentage change in the Consumer Price Index for all Urban Consumers as published by the US Bureau of Labor Statistics showing February data for that same year, not to exceed 3%. Independent Contractor shall provide at least a sixty (60) day advance notice of any intended price increase. MSH reserves the right to reject any price increase and terminate, without cost, the future performance of the contract.
- Insurance. The successful Independent Contractor shall without limiting it obligations or 9.0 liabilities and at its own expense, provide and maintain throughout the contract term. Comprehensive General Liability insurance in an amount no less than \$1,000,000.00 inclusive per occurrence insuring bodily injury, personal injury and property damage. All required insurance will be endorsed to provide MSH with 30 days advance notice of cancellation or material change. The Independent Contractor must provide a Certificate of Insurance which is completed, certified by the original signature of an insurance company authorized to do business in Mississippi. The Independent Contractor shall provide a Certificate of Insurance, showing MSH as certificate holder under the Independent Contractor 's general liability policy for the work to be performed, within seven (7) working days after notice of MSH intent to award a contract has been issued. Independent Contractor shall also maintain in effect throughout the contract period workers' compensation insurance sufficient to meet or exceed the statutory minimum requirements of the State of Mississippi, as/if required by law, covering all persons performing work under this contract. The Independent Contractor shall be prepared to provide evidence of required workers' compensation insurance upon request by MSH at any time during the contract period.

ATTACHMENT – B VENDOR'S BID PRICING

Procurement Schedule: MSH Bid File 10.21.2025.492 Fire Alarm – CCTV – Door Control Maintenance Method of Award: By line item #1 monthly scheduled preventative maintenance overall cost

Line No.	Qty	Description	Bid Price \$
1.	See Exhibits F, G, & H	Routine scheduled preventative maintenance inspection, calibration, verification, certification, testing and routine minor repair as needed are contracted under this agreement for fire alarms, CCTV, and door controls for MSH locations as listed in Exhibits F, G, & H. Contractor shall provide a service program in which all components of applicable equipment are maintained, inspected, tested and repaired at a schedule agreed upon by the contractor and MSH staff. All work performed under these specifications shall comply with NFPA, Joint Commission, State, County, and Local codes.	\$\$
2.	For informational purposes only, all bidders must provide labor rates as requested in this section. Provision of this information does not guarantee utilization of services.	Rates governing regular, overtime, and holiday repair work within the scope of routine minor repairs determined during regular pm inspections. It is mandatory that all bidders provide this information.	\$ 110 °° Per Hour Regular \$ 145 °° Per Hour Overtime \$ 190 °° Per Hour Holiday

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

1. State regular work hours: From <u>Sam</u> to <u>4pm</u>

2. State regular work days: From Monday to Friday

BIDS WILL BE OPENED: 3:00 P.M. Tuesday, October 21, 2025, at Building 93, Mississippi State Hospital.

I certify that I am authorized to enter into a binding contract, if this bid is accepted. By signing below, the undersigned agrees to all terms and conditions of the Invitation For Bid, including attachments, in whole and with exception of those

amendments as acknowledged in writing to bidder and signed by a duly authorized agent of MSH.

each amendment received — Amendment No. 1 X Amendment No. 2 X Amendment No. 3 X				
Vendor's Quotation No. NA Date 10 17 Z5				
Name Of Company Systronic Systems, LLC Telephone (001-346-270)				
Email Address: Wayne a systronicms, com				
Address 105 metroplex Blud				
City/State/Zip Code Pearl, MS 39208				
By My Atta Title Vice Dresident (Signature)				
We submit the above prices on behalf of				
Sandy Jordan Lander Goods Procurement Team Leader				