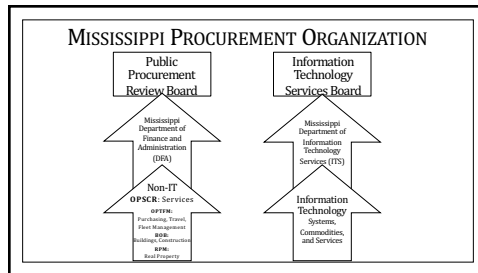
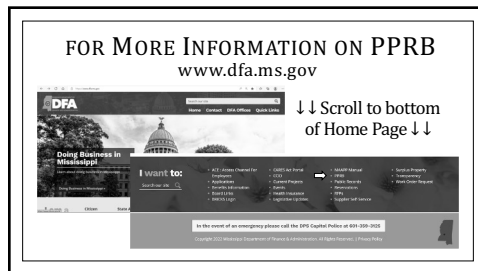


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PREAPPROVED VENDOR LIST
(STATE CONTRACT FOR SERVICES)

5

PPRB ESTABLISHES THE PVL

CURRENT SERVICES

- Armed & Unarmed Security
- Janitorial Services
- Professional Nursing
- Temporary Staffing
- Lawn & Landscaping
- Background Screening
- Emergency Repair & Remediation
- Procurement & Acquisition Support

6

PVL Contracts for Entities Not Under PPRB Purview

- Does not take the place of any procurement requirements
- Can be used to negotiate with vendors
- Already have scope and rates available

7

The screenshot shows a web interface with a header 'DFA' and a main section 'BREAKAPPROVED VENDOR INFORMATION'. Below this, there are several sub-sections and text blocks, including 'PERSONAL SERVICE ON' and a list of vendor information. The interface appears to be a public-facing portal for vendor-related information.

8

CONTRACT CLAUSES

9

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 obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

**Agency can terminate when in the interest of the State;
Contractor must stop work**

10

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 direct Contractor to stop work of the design or implementation and if that occurs in less than 10 days or any longer time specified in writing by the Agency Head or designee, such time shall not constitute a breach of contract. In the event of termination in whole or in part, the Agency Head or designee may procure similar rights 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 damages incurred in procuring similar goods or services.

(2) **Contractor's Duties.** Notwithstanding termination of the contract and subject to any direction from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor to which the State has an interest.

(3) **Compensation.** Payment for completed services delivered and accepted by the State shall be as of 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 maintain the State free from the claims asserted by competing lienholders and otherwise.

(4) **Force Majeure.** If Contractor has notified the Agency Head or designee within 10 days after the occurrence of the delay and the delay is caused by an act of God, war, pestilence, or other cause beyond the Contractor's control, the Contractor shall be relieved of its obligations to complete the contract in accordance with its terms (including any delay by Contractor to make progress in the prosecution of the work hereunder which is such that, Act of the public enemy; act of the State and any other governmental entity in the exercise of contractual capacity; fire; flood; epidemic; quarantine restriction; explosion; riot or other labor dispute; freight embargo; or unusually severe weather. If the failure or services is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of cause similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the causes stated, and that had it not been for the occurrence, Contractor's progress and performance would have been the same as the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled "In Force Majeure contracts." Termination for convenience is not an option under this clause. Termination for default is not an option under this clause.

(5) **Termination for Convenience.** If, after notice of termination of Contractor's rights to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause or that the delay was reasonable under the provisions of paragraph (4), the contractor shall complete or delay performance of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the contract had been terminated 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.

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Termination for Default

- Must give vendor 10 days to cure deficiencies before terminating for default
- Contractor obligated to protect State's property
- Payment is due for services rendered
- Agency may withhold payment if needed to protect the State due to outstanding liens
- Force Majeure causes are not default
- If erroneously terminated for default, it converts to a termination for convenience
- Any other legal rights of the parties are still intact

12

Availability of Funds*

*multi-term contracts

It is expressly understood and agreed that the obligation of the [State] to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the [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 the [State] of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

State is not obligated to proceed under the contract if the Legislature does not appropriate the funds

13

Trade Secrets, Commercial and Financial Information

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

Scope, Price, and Contract Term MUST be available to the public.

14

Stop Work Order

(1) **Order to Stop Work:** The Chief Procurement Officer, may by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by 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 PER PRICE Rules and regulations Page 412 Effective January 16, 2023, unless any further period in 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 the contract.

(2) **Cancellation or Expiration of the Order:** If a stop work order issued under this clause is cancelled 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 at the delivery schedule of Contractor price, or both, and the contract shall be modified in writing accordingly. If (a) the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and, (b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage provided that if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be treated and ruled upon at any time prior to final payment under this contract.

(3) **Termination of Stoppage Work:** If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the adjustment and resulting time the stop work order shall be allowed by adjustment to allow work.

(4) **Adjustments of Price:** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

State can tell Contractor to stop all or part of work; can last no more than 90 days, then needs a termination.

15

Transparency

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the Mississippi Public Records Act of 1983, and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Mississippi Department of Finance and Administration's independent agency contract website for public access at <http://www.transparencymississippi.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.

The contract must be posted on Transparency, unless there is a Court order prohibiting the posting or vendor has identified trade secrets (redact)

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Contractor Personnel

The [agency] shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the [agency] reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the [agency] in a timely manner and at no additional cost to the [agency]. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

State may refuse to allow certain individuals to staff their Contract.

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Failure to Enforce

Failure by the [agency] at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the [agency] to enforce any provision at any time in accordance with its terms.

Agency is not waiving the vendors' obligations under the contract by not strictly enforcing them at all times.

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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.

**Acts of God excuse both parties.
Provide written notice ASAP.**

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Indemnification

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

Contractor is responsible to defend lawsuits and pay judgments against the State arising out of the contract.

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Insurance

Contractor represents that it will maintain workers' compensation insurance which shall inure to the benefit of all Contractor's personnel provided hereunder, comprehensive general liability or professional liability insurance, with minimum limits of \$ _____ per occurrence and fidelity bond insurance with minimum limits of \$ _____. All general liability, professional liability and fidelity bond insurance will provide coverage to the [agency] as an additional insured. The [agency] reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

Contractor is required to obtain certain insurance coverage.

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Liquidated Damages

With Termination for Default Clause: The following clause is authorized for use in service contracts when it is difficult to determine with reasonable accuracy the amount of damage to the State due to delays caused by late Contractor performance or nonperformance and the contract contains the Termination for Default clause set forth in Section 4-101.05.

Liquidated Damages
When Contractor is given notice of delay or nonperformance as specified in Paragraph (1) (Default) of the Termination for Default clause of this contract and fails to cure in the time specified, Contractor shall be liable for damages for delay in the amount of \$_____ per calendar day from date set for cure until either the State reasonably obtains similar services if Contractor is terminated for default, or until Contractor provides the services if Contractor is not terminated for default. To the extent that Contractor's delay or nonperformance is excused under Paragraph (5) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default clause of this contract, liquidated damages shall not be due the State. Contractor remains liable for damages caused other than by delay.
In Other Situations: If the contract will not have a Termination for Default clause or the liquidated damages are to be assessed for reasons other than delay, the head of a purchasing agency may approve the use of any appropriate liquidated damages clause.

Pre-set fines for failure to meet specific contract requirements. Useful contract management tool.

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Modification or Renegotiation

This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.

If State or Federal law which is applicable to the contract changes, the parties agree to amend the contract.

23

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the [agency] and agreed to by Contractor.

The contract cannot be modified by oral statements.

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**Ownership of Documents
and Papers**

[Agency] shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to *[agency]* upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from *[agency]* and subject to any copyright protections.

**The State owns all Intellectual Property
created in the course of the contract.**

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QUESTIONS?

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