



AGENCY PROCUREMENT FILE

Summer Food Service Program for Children

Preservation of Procurement

Not Applicable

Authorized to do Business in the State

Not Applicable

Public Records Requests

Not Applicable

Request for Information

Not Applicable

Contract

ALN Number	Title of Federal Program	Federal Award Number
10.559	Summer Food Service Program for Children	5MS300326

MAGIC Shopping Cart	
Contract Number	8200080333
NIGP Code	96145

**INDEPENDENT CONTRACT SIGNATURE SHEET
THE MISSISSIPPI DEPARTMENT OF EDUCATION
P.O. BOX 771
JACKSON, MISSISSIPPI 39205**

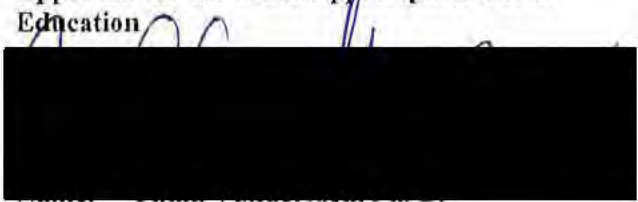


Contractor's Name and Address Mississippi State Department of Health 570 East Woodrow Wilson Drive P.O. Box 1700 Jackson, MS 39216	Contractor's Contact Person and Telephone Number: Lucreta Tribune, CFO (601) 576-7359 The MDE Tracking Number: 2029430M512025 Dates of Contract: May 1, 2025 – April 30, 2030 Page 1 of 15
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The following funds are obligated:

GENERAL	FEDERAL/OTHER FUNDS	TOTAL
\$	\$471,250.00	\$471,250.00

Contractor agrees to carry out tasks outlined in this contract in accordance with all provisions of this contract included herein. The following sections are attached and incorporated into this agreement:

- | | |
|--|--|
| <input type="checkbox"/> Statement of Work
<input type="checkbox"/> Special Conditions
<input type="checkbox"/> Budget Narrative | <input type="checkbox"/> Reporting Requirements
<input type="checkbox"/> Standard Terms and Conditions
<input type="checkbox"/> Other: _____ |
|--|--|

Approved for the Mississippi Department of Education  Title: Chief Accountability Officer  Title: Director, Office of Procurement	Contractor hereby agrees to the terms and conditions specified in the contract and assures of the legal authority to enter into said contract. Contractor further certifies that there is no conflict of interest and that the appropriate leave will be taken to perform the work outlined in the contract.  Title: State Health Officer
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A. INTRODUCTION

The contract between the Mississippi Department of Education (hereinafter referred to as the "MDE") and Mississippi State Department of Health (hereinafter referred to as the "Contractor or MSDH") is to conduct health inspections for the Summer Food Service Program. MSDH is a governmental entity of the State of Mississippi. The term of the contract is May 1, 2025, through April 30, 2030.

The MDE will pay the Contractor an amount not to exceed \$ 471,250.00 for all years through the end date of the contract contingent upon the availability of funds.

FY 2025 - \$94,250.00

FY 2026 - \$94,250.00

FY 2027 - \$94,250.00

FY 2028 - \$94,250.00

FY 2029 - \$94,250.00

A price adjustment may be allowed which does not exceed the lesser of either 5% or the annual increase in the Consumer Price Index for all Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics. Any such price adjustment will be effective only once per 12-month period, on the anniversary of the contract start date. If the CPI-U is a negative number, no adjustment in price shall be allowed. A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating any price adjustment relative to later contract years. The Contractor shall provide any support for the request for a price adjustment required by the MDE. The MDE has the sole discretion to determine whether a price adjustment will be allowed. No price adjustment will be allowed other than as described in this paragraph. Any approval of a price adjustment shall be contained in a duly executed written amendment to this Contract.

B. STATEMENT OF WORK

Contractor agrees to perform the following tasks:

- Perform pre-operational site inspections as designated by the Mississippi Department of Education.
- Perform operational site inspections as designated by the Mississippi Department of Education.
- Inspect, examine, and evaluate food at sites designated by the Mississippi Department of Education or any potentially dangerous situations determined by the Mississippi State Department of Health.
- Notify the Mississippi Department of Education and Sponsor immediately, by telephone, e- mail, and/or fax, of failed site inspections or any dangerous situation.
- Provide a copy of all completed site inspections (pre-operational and operational) to the Mississippi Department of Education within 30 days of completion.

C. NOTICES

All notices required or permitted to be given under this agreement must 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 Contractor: Christina Adcock, Senior Deputy, P.O. Box 1700, Jackson, MS 39216, (601) 576-7689

CC: Procurement@msdh.ms.gov, (601) 576-7954

For the agency: Gwenyth O'Quine, 500 Greymont Ave, Suite F, Jackson, MS 39205, (601) 576-4992

D. PRIORITY

The contract consists of the original agreement. Any ambiguities, conflicts or questions of interpretations of this contract shall be resolved by first by reference to this agreement and its' modifications. Omission of any term or obligation from this agreement or modifications shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

E. DATA SHARING AGREEMENT

The execution of a Data Sharing Agreement shall be required prior to the release of any student level data by the Mississippi Department of Education. Failure to adhere to the provisions of the Data Sharing Agreement may result in termination of the contract and/or may result in denial of subsequent renewal requests.

F. STANDARD TERMS AND CONDITIONS

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

1. ACKNOWLEDGMENT OF AMENDMENTS

[Bidders, Offerors, Applicants] shall acknowledge receipt of any amendment to the [IFB, RFP, RFQ, RFA] in writing. The acknowledgement shall be signed and submitted as an attachment to the proposal. Each [bidder, Offeror, applicant] shall submit a written acknowledgement of every amendment to the MDE on or before the submission deadline.

2. ACCEPTANCE PERIOD

The electronic copy of the response (proposal, bid, or application) shall be signed and submitted as required in the instructions provided in the solicitation no later than the time and date specified for receipt of responses. Timely submission of the response is the responsibility of the bidder.

3. ACCESS TO RECORDS

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

4. ANTI-ASSIGNMENT/SUBCONTRACTING

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

5. 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.

6. APPROVAL

It is understood that if this contract requires approval by the Public Procurement Review Board ("PPRB") and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review ("OPSCR") and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

7. AUTHORITY OF SIGNATORY

Contractor acknowledges that the individual executing the contract on behalf of the MDE is doing so in his or her official capacity only. To the extent any provision contained in the contract exceeds the signatory's authority, Contractor agrees that it will not look to that individual in his or her personal capacity or otherwise seek to hold him or her individually liable for exceeding such authority.

8. AUTHORITY TO CONTRACT

Pursuant to Mississippi Code Annotated §41-3-15 MSDH is authorized, as an agency of the State of Mississippi, to enter into this agreement.

9. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the MDE to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MDE, the MDE shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDE of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

10. BACKGROUND CHECKS

11. As a governmental entity, MSDH follows and complies with the hiring practices and policies required of the Mississippi State Personnel Board. MSDH represents that employees of MSDH had never been convicted or pled guilty or entered a plea of nolo contendere to a felony in any court of the state of Mississippi, another state, or in federal court in which public funds were unlawfully taken, obtained or misappropriated in the abuse or misuse of any office or employment at the time of hiring. **BOARD APPROVAL**

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

12. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

Contractor certifies that the price submitted was independently arrived at without any consultation, communication, or agreement with any other Offeror or competitor for the purpose of restricting competition.

13. CHANGES IN SCOPE OF WORK

The MDE may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the MDE and Contractor.

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

14. COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY

Contractor understands that the MDE is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

15. COMPLIANCE WITH LAWS

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

16. CONFIDENTIALITY

The MDE is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act of 1983. MISS. CODE ANN. §§ 25-61-1 et seq. If a public records request is made for any information provided to the MDE by Contractor, the MDE shall follow 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 trade secret or confidential commercial and financial information. The MDE shall not be liable to the Contractor for disclosure of information required by court order or required by law.

17. CONTRACT ASSIGNMENT AND SUBCONTRACTING

Contractor acknowledges that it was selected by the MDE to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the MDE, which may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of Contractor's obligations hereunder without consent of the MDE shall be null and void.

Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the MDE may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

MDE reserves the right to request changes in personnel assigned to the project. MSDH agrees to notify MDE of any personnel changes prior to services performed.

18. CONTRACT RIGHTS

Contract rights do not vest in any party until a contract is legally executed. The MDE is under no obligation to award a contract following issuance of this solicitation.

19. CONTRACTOR PERSONNEL

The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

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

20. COPYRIGHTS

Contractor agrees the MDE shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this agreement. Further, Contractor hereby grants to the MDE a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of this agreement, but which is incorporated in the material furnished under the agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant. Contractor further agrees that all material produced and/or delivered under this contract will not, to the best of Contractor's knowledge, infringe upon the copyright or any other proprietary rights of any third party. Should any aspect of the materials become, or in Contractor's opinion be likely to become, the subject of any infringement claim or suit, Contractor shall procure the rights to such material or replace or modify the material to make it non-infringing.

21. DEBARMENT AND SUSPENSION

Contractor certifies to the best of its knowledge and belief, that it:

- (1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- (2) has not, within a three year period preceding this qualification, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- (3) has not, within a three year period preceding this qualification, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraph two (2) and (3) of this certification; and,
- (5) has not, within a three year period preceding this qualification, had one or more public transactions (federal, state, or local) terminated for cause or default.

22. DISCLOSURE OF CONFIDENTIAL INFORMATION

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 confidential or otherwise protected 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 MISS. CODE ANN. §§ 25-61-1 et seq.

23. E-PAYMENT

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Ann. § 31-7-301 et seq.

24. 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 Ann. §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the MDE 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 agreement 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 cancellation/termination, Contractor would also be liable for any additional cost incurred by the State due to Contract cancellation or loss of license or permit to do business in the state.

25. ENTIRE AGREEMENT

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 MDE and Contractor. 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 MDE or Contractor on the basis of draftsmanship or preparation hereof.

26. EXCEPTIONS TO CONFIDENTIAL INFORMATION

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

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

27. EXCEPTIONS TO SOLICITATION

Offerors taking exception to any part of the solicitation shall clearly indicate such exceptions in its offer. Failure to indicate any exception will be interpreted as the Offeror's intent to comply fully with the requirements as written. Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.

28. EXPENSES INCURRED IN THE PROCUREMENT PROCESS

All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

29. FAILURE TO DELIVER

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

30. FAILURE TO ENFORCE DOES NOT CONSTITUTE WAIVER

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

31. FORCE MAJEURE

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of cause beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the MDE immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. All parties shall make reasonable efforts to minimize the impact of the force majeure event on contract performance. The MDE may exercise any rights it has under the contract which are available when neither party is in default. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the MDE determines it to be in its best interest to terminate this agreement.

32. INDEMNIFICATION AND LIABILITY

Contractor's tort liability, as an entity of the State of Mississippi, is governed and controlled in accordance with Mississippi Code Annotated §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this agreement shall have the effect of changing or altering this liability or of eliminating any defenses available to the State under statute.

33. 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 MDE. Nothing contained herein shall be deemed or construed by the MDE, 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 MDE and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MDE or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the MDE and Contractor.

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

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

34. INFORMATION DESIGNATED BY AGENCY AS CONFIDENTIAL

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor, or its subcontractor(s) shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor(s) without the express written approval of the MDE may result in the immediate termination of this agreement.

35. INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL

Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of MISSISSIPPI CODE ANNOTATED §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information.

36. LEGAL AND TECHNICAL SUPPORT

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

37. MODIFICATION OR RENEGOTIATION

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 SBE and Public Procurement Review Board, if required.

38. 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 MDE, agreed to by Contractor and approved by the SBE and Public Procurement Review Board, if required.

39. PAYMODE

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

40. PRICE ADJUSTMENT

- (1) **Price Adjustment Methods.** Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:
- must be stated in the solicitation describing the method in which any price adjustment will be calculated, the triggering event which makes the price adjustment clause to be enacted.
 - by agreement on a fixed price adjustment before commencement of the Additional performance;
 - by unit prices specified in the contract;
 - by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
 - by the price escalation clause.
- (2) **Submission of Cost or Pricing Data.** Contractor shall provide cost or pricing data for any price adjustments.

41. PRICE CERTIFICATION

Any Offeror submitting a response to this solicitation agrees and certifies that it will honor its pricing and all terms and conditions herein for the duration of the contract term described in this solicitation. By submitting a response hereto, Offeror agrees to accept a contract pursuant to the requirements of Section 14.15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations if so requested by the procuring Agency.

42. PROCUREMENT REGULATIONS

The contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any 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.

43. RECOVERY OF MONEY

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

44. RENEWAL OF CONTRACT

The contract may be renewed at the discretion of the MDE for the term specified in the solicitation under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed the term specified in the solicitation.

45. REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or qualification packet.

46. 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 the MDE 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 the MDE 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.

47. 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 MDE 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.

48. RIGHT TO AUDIT

Contractor shall maintain such financial records and other records as may be prescribed by the MDE or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the MDE, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

49. RIGHT TO INSPECT FACILITY

The MDE may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the MDE.

50. SEVERABILITY

If any part of this agreement is declared invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provision in compliance with applicable law.

51. 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.

52. STOP WORK ORDER

The MDE 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 MDE. 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 MDE. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the MDE has terminated that part of the agreement or terminated the agreement in its entirety. The MDE is not liable for payment for services which were not rendered due to the stop work order.

53. TERMINATION

Termination for Convenience. The MDE may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The MDE 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 MDE 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 MDE may terminate the contract for default and the Contractor will be liable for the additional cost to the MDE 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.

54. TERMINATION UPON BANKRUPTCY

This contract may be terminated in whole or in part by the MDE upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

55. 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.

56. 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.

57. UNSATISFACTORY WORK

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

G. COMPENSATION AND FINANCIAL REPORTS

This contract is based upon a fixed amount \$471,250.00 from May 1, 2025, through April 30, 2030. Payment of the fixed amount of the contract shall be made upon successful completion of all work specified in the contract and upon receipt of an invoice by the 8th working day of the month following the completion of the work. Failure to provide the work may result in the withholding of total payment or may result in partial payment until contractor completes tasks as specified.

H. BUDGET NARRATIVE

The Mississippi Department of Education will pay the Mississippi State Department of Health an amount not to exceed \$471,250.00 to conduct health inspections for the Summer Food Service Program.

Contract Modifications

Not Applicable

Regulatory Board Approval

Minutes of Mississippi Board of Education Meeting

January 16, 2025

The members of the Mississippi Board of Education met at 10:00 a.m. on Thursday, January 16, 2025, pursuant to Miss. Code Ann. § 25-41-5 for the purpose of conducting a regularly scheduled Board meeting.

The public accessed this meeting via livestream or in-person at the Central High School Building, 4th Floor Boardroom, 359 North West Street, Jackson, Mississippi. Board members physically present included: Mr. Glen V. East, Dr. Wendi Barrett, Mr. Bill Jacobs, Mr. Matt Mayo, Dr. Ronnie L. McGehee, Ms. Billye Jean Stroud, and Ms. Mary Werner. Board member attending virtually: Mr. Matt Miller (Hattiesburg, Mississippi). Board member absent: Mr. Mike Pruitt. Student Representative present: Mr. Crosby Parker. Student representative absent: Ms. Kate Riddle. Dr. Lance Evans, State Superintendent, was also present.

- I. Mr. Glen V. East called the Board meeting to order at 10:00 a.m., after determining that a quorum of the Board existed for the purpose of conducting a meeting.
- II. Mr. Glen V. East led the Pledge of Allegiance and Mr. East gave the Invocation.
- III. On a motion by Ms. Mary Werner, seconded by Mr. Bill Jacobs, the Board unanimously approved the minutes of December 19, 2024 Board meeting.
- IV. On a motion by Dr. Ronnie L. McGehee, seconded by Mr. Bill Jacobs, the Board approved the Consent Agenda.

On a motion by Dr. Ronnie L. McGehee, seconded by Mr. Bill Jacobs, the Board approved the agenda as presented.

- V. Recognition Ceremony

2025 National Elementary and Secondary Education Act (ESEA) Distinguished Schools

W.J. Quarles Elementary School
Long Beach School District

Northside Elementary School
Clinton Public School District

- VI. Dr. Lance Evans gave the following report as the State Superintendent of Education:
 - Dr. Evans stated that the Legislative Session started on January 7 and every legislator received a copy of the new Mississippi Superintendent's

Annual Report and you have a copy at your table. Dr. Evans stated he spoke at the Senate Appropriation K-12 Budget Hearing and at the House Appropriations Hearing. Dr. Evans stated he, Mr. John Ferrell, Mr. Brett Robinson, and Ms. Holly Spivey met with legislators, AccelerateMS Executive Director Dr. Courtney Taylor, and Itawamba Community College President Dr. Jay Allen about CTE and Dual Credit Programming.

- Dr. Evans stated he had several meetings with partner organizations and stakeholders, including:
 - Mississippi Department of Public Safety Commissioner Sean Tindell about the budget for SB2695, Driver Education bill, passed in the 2024 Legislative Session;
 - ExcelinEd about literacy and college and career pathways and their school choice policy leaders;
 - National Center on Education and the Economy Collaboration (NCEE) to collaborate to implement the Mississippi Superintendent Institute to build the capacity of district leaders across the state.
- Dr. Evans stated he spoke at the 2025 Mississippi Economic Council (MEC) Capitol Day along with MEC President Scott Waller to share education goals and priorities in the state, especially as they relate to workforce development.
- Dr. Evans stated he was on SuperTalk Radio live from MEC Capital Day and was interviewed by The Clarion-Ledger about school choice and education priorities for the Legislative Session.
- Dr. Evans stated he visited the Achievement School District to work on planning for Yazoo City School District and Humphreys County School District to operate separately.
- Dr. Evans recognized MDE's Office of Early Childhood Education which is celebrating its 10-year anniversary today at 1:00 p.m. in the North Atrium. Dr. Evans stated The Early Learning Collaborative Act helped launch this office with one staff member and now they have 72 staff members and 46 contractors. Dr. Evans stated the team has gone from managing \$3 million in state funds annually for 11 Early Learning Collaboratives to more than \$47 million for 40 collaboratives, 24 State-Invested Pre-K programs, and 21 blended pre-K classrooms. Dr. Evans stated the first year they served 1,400 pre-k students and this year they serve more than 8,300. Dr. Evans stated the Early Childhood Office helps build the state's childhood education infrastructure by providing training, resources, and coaching support. Dr. Evans recognized and thanked Dr. Jill Dent who has led the Office of Early Childhood since its inception 10 years ago.

VII. Report of the Chair

- Mr. East thanked MDE staff for their work and Ms. Holly Spivey, Dr. Evans, and others for their work with the Legislature.

VIII. Report of Student Representative

Mr. Crosby Parker spoke on starting a new mentoring program at another local high school. Mr. Parker spoke on what it takes to get a mentoring program set up so they can have their first meeting soon.

IX. Report on State Board of Education Subcommittee meetings

Mr. Glen V. East, Chair, Academic Achievement PreK-12/Early Childhood Subcommittee, met via Teams yesterday. Mr. East stated the members present were Dr. Ronnie L. McGehee and Ms. Billye Jean Stroud. Mr. East stated that readoption of the Math and English Language Arts Standards was discussed. Mr. East stated the Standards were released for feedback last summer to K-12 teachers from across the state and the feedback received was vetted by a committee and minor changes were made to the Standards. He stated the Standards are on the agenda today to begin the Administrative Procedures Act (APA) process and will come back to the Board for final approval in March. Mr. East stated that the *Early Learning Guidelines Serving Classrooms of Three- and Four-Year Old Children* that went to the Board in December will come out of the APA in February to approve the temporary rule and adopt the change made for this school year to the assessment. Mr. East stated in March, the Guidelines will come before the Board to begin the APA process for comprehensive changes that will go into effect next school year.

Ms. Mary Werner, Chair, Workforce/Career and Technical Education Subcommittee, met this morning before the Board meeting. Ms. Werner stated that Mr. John Ferrell talked about support for two "F" school districts and the improvement plan to help them before the state takes them over. Ms. Werner stated that Mr. Ferrell and Mr. Brett Robinson will discuss the revisions to the Mississippi Perkins V State Plan later in the Board meeting today. Ms. Werner stated that a Workforce Development Coordinator will be hired using the Educator-in-Residence (EIR) method.

X. Discussion and/or Approval of Board Items

01. Information: Progress on the Mississippi State Board of Education's (SBE) Strategic Plan [Goals 1, 2, 3, 4, 5, and 6 – MBE Strategic Plan] (Lance Evans)

Dr. Lance Evans presented the progress on the Mississippi State Board of Education's Strategic Plan.

02. Action: Revise the Mississippi Perkins V State Plan to include a budget for Fiscal Year FY2025 and State Determined Performance Levels

(SDPLs) for FY2025 – FY2029 [Goals 1 and 2 – MBE Strategic Plan]
(John Ferrell)

On a motion by Ms. Mary Werner, seconded by Dr. Wendi Barrett, the Board unanimously approved item 02. (copy attached).

03. Action: Approval of the MDE Contracts [Goals 1, 2, 3, 4, 5, and 6 – MBE Strategic Plan] (Felicia Gavin)

03.A. Action: Contract with Mississippi State Department of Health to provide health inspectors for the United States Department of Agriculture (USDA) Summer Food Service Program for the remainder of FY2025-FY2029 [Goals 1, 2, 3, 4, 5, and 6 – MBE Strategic Plan] (Paula Vanderford)

03.B Action: Modify contract with the Tennessee Book Company to provide the Textbook Inventory Management System (TIMS 2.0) services for state-adopted textbooks, instructional materials, and/or fees to LEAs and accredited nonpublic schools [Goals 1 and 5 – MBE Strategic Plan] (Donna Boone)

On a motion by Mr. Matt Mayo, seconded by Ms. Mary Werner, the Board unanimously approved items 03.A. and 03.B. (copy attached).

04. Consent Agenda

- A. Approval of monthly expenditures for the Mississippi School of the Arts (Donna Boone)
- B. Approval of monthly expenditures for the Mississippi Schools for the Deaf and the Blind (Donna Boone)
- C. Approval to revise the *Textbook and Instructional Materials Administration Handbook: Rules and Regulations for the Adoption, Distribution, Care and Use of Textbooks and Instructional Materials in Mississippi* in accordance with Miss. Code Ann. § 37-43-1 and Miss. Code Ann. § 37-43-19
(Has cleared the Administrative Procedures Act process without public comments) (Donna Boone)
- D. Approval to begin the Administrative Procedures Act process: To readopt the *2016 Mississippi College- and Career-Readiness Standards for English Language Arts and Mathematics* (Donna Boone)

January 16, 2025

- E. Approval to begin the Administrative Procedures Act process: To revise selected Mississippi Secondary Curriculum Frameworks in Career and Technical Education (John Ferrell)

1. Business, Marketing, and Finance
2. Carpentry
3. Contemporary Health
4. Culinary Arts
5. Cyber Foundations I
6. Cyber Foundations II
7. Exploring Careers
8. Exploring Computer Science
9. Family and Consumer Science
10. Fire Science
11. Forestry
12. Horticulture
13. Information Technology Core
14. Interactive Media Technology (formerly Simulation and Animation Design)
15. Meat Science and Muscle Biology (Formerly Food Products)
16. Welding

- F. Approval to begin the Administrative Procedures Act process: To establish selected Mississippi Secondary Curriculum Frameworks in Career and Technical Education (John Ferrell)

1. Introduction to Drone Technology
2. Multimedia—Digital Audio Production
3. Multimedia—Sports Journalism and Broadcasting

On a motion by Dr. Ronnie L. McGehee, seconded by Dr. Wendi Barrett, the Board unanimously approved items A., B., C., D., E., and F. (copy attached).

XII. State Board of Education

1. No report on meetings attended.
2. On a motion by Mr. Matt Mayo, seconded by Ms. Billye Jean Stroud, the Board voted unanimously for Dr. Ronnie L. McGehee to attend the National Association of State Boards of Education (NASBE) Forum on Assessment and Accountability on February 18-21, 2025 in Dallas, Texas.

On a motion by Dr. Ronnie L. McGehee, seconded by Mr. Bill Jacobs, the Board voted unanimously for Mr. Matt Mayo and any others to attend the

January 16, 2025

Mississippi Association of School Superintendents (MASS) and Mississippi Association of School Administrators (MASA) Conferences.

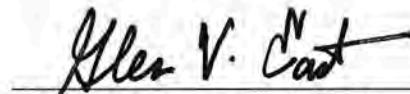
XIII. Other Business

Mr. East stated the February Board meeting will be held on February 20, 2025 in Jackson, MS at the Central High School Building in the 4th Floor Boardroom starting at 10:00 a.m.

XIV. Adjournment

On a motion by Ms. Billye Jean Stroud, seconded by Dr. Wendi Barrett, the Board voted unanimously to adjourn the meeting at 12:02 p.m.

Approved:



Glen V. East, Board Chair
Mississippi Board of Education



Lance Evans
Executive Secretary
Mississippi

Agency Head Designee for Contract Execution

Not Applicable

Exception to Required Clauses

Not Applicable

Notice of Contract Award

**OFFICE OF CHILD NUTRITION
Mississippi Department of Education
NOTICE OF CONTRACT AWARD**

CONTRACT AWARD SUMMARY

Name of Solicitation: Summer Food Service Program

Awarded Vendor: Mississippi State Department of Health

City and State: Jackson, MS

Scope of Project: The purpose of this award is for services to fulfill the following:
Summer Food Service Program

The awarded vendor will provide the following implementation of services to include but not be limited to the following:

- Perform pre-operational site inspections as designated by the Mississippi Department of Education.
- Perform operational site inspections as designated by the Mississippi Department of Education.
- Inspect, examine, and evaluate food at sites designated by the Mississippi Department of Education or any potentially dangerous situations determined by the Mississippi State Department of Health.
- Notify the Mississippi Department of Education and Sponsor immediately, by telephone, e-mail, and/or fax, of failed site inspections or any dangerous situation.
- Provide a copy of all completed site inspections (pre-operational and operational) to the Mississippi Department of Education within 30 days of completion.

Scope of Contract:

- Term of Contract: May 1, 2025 - April 30, 2030
- Amount to be Awarded: \$471,250.00

Funding Source: State

Note: The contract/attachments are made available for public inspection. Please contact the [Office of Public Reporting](#) to request public records pertaining to the intent to award.