

MANDATORY ADDENDUM TO ALL MS DEPARTMENT OF EDUCATION FACILITIES AND FOOD CONTRACTS

Notwithstanding any provision or provisions to the contrary contained within any contract wherein MISSISSIPPI DEPARTMENT OF EDUCATION (MDE) is a party, MDE does not waive any rights, benefits or prohibitions as may be provided under any laws. Any and all provisions to the contrary are hereby deleted. Without limiting the same, the following are examples of such matters:

1. MDE does not indemnify or hold harmless any party.
2. MDE does not make any warranty.
3. MDE does not waive any claim, present, past or future.
4. MDE does not waive its sovereign immunity.
5. Provisions for MDE to waive damages.
6. Provisions for MDE to agree to pay extra compensation, fees, or allowances after service rendered or contract made, or for any payment not authorized by law.
7. Provisions wherein the credit of the State of Mississippi is pledged or loaned in aid of any person, association, or corporation.
8. Provisions that limit the time frame for MDE to pursue legal actions.
9. Provisions requiring or permitting MDE to submit to binding arbitration.
10. MDE will make payments for all amounts owed under this agreement no later than forty-five (45) days after receipt of the invoice and receipt, inspection and approval of the goods or services in accordance with Section 31-7-305, Mississippi Code of 1972.
11. MDE cannot agree to a cancellation clause.
12. The contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibitions against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Regulations.

Vendor Acknowledgment

Date

MDE Representative

Date