

**Mississippi Department of Archives & History**

**Request for Proposals #1475201901  
January 28, 2019**

**Canoe exhibit setting — design and build**

**PROPOSALS DUE NO LATER THAN:  
12 p.m. Noon, Central Standard Time  
Thursday, March 7, 2019**



## RFP Response Checklist

RFP Response Checklist (Attached on Page 23): These items should be included in your response to RFP No. 1475201901.

- \_\_\_\_\_ 1) Six hard copies of the complete proposal
  - a) Label the front and spine of the three-ring loose-leaf binders with the Contractor name and RFP number
  - b) Separate the Technical, Management, and Cost sections into three parts.
  - c) DO NOT include your Contractor name or any other identifying information in your response to the Technical Approach (part of the Technical Proposal in Attachment A)
  - d) DO NOT include a copy of the RFP in the binders.
- \_\_\_\_\_ 2) Thumb drive (quantity 1) containing PDF of all sections in the proposal packet
- \_\_\_\_\_ 3) Certification to sign on behalf of the company (Attached)
- \_\_\_\_\_ 4) Acknowledgement of Amendments (Attached)
- \_\_\_\_\_ 5) Conflict of Interest Statement (Attached)
- \_\_\_\_\_ 6) Certification of Insurance Coverage
- \_\_\_\_\_ 7) License and Bonding Information



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## 1.0 Published Advertisement

The Mississippi Department of Archives and History is accepting proposals for the redesign and fabrication of a canoe exhibit setting located at the Museum of Mississippi History in Jackson, Mississippi.

Proposals will be accepted at the William F. Winter Building located at 200 North Street, Jackson, Mississippi 39201, until 12 p.m. noon, Thursday, March 7, 2019. Proposal containers must be clearly marked with this identification:

Response to RFP # 1475201901  
Attention: Joey Roberts - MDAH Finance Director

The Request for Proposal 1475201901 document can be accessed at the following website:

<http://www.mdah.ms.gov/canoesettingrfp/>

A mandatory vendor teleconference will be held at 3 p.m. on Monday, February 11, 2019.

Any questions about the RFP should be sent by email to [CanoeRFP@mdah.ms.gov](mailto:CanoeRFP@mdah.ms.gov) and directed to Joey Roberts (MDAH Finance Director). Telephone number for Joey Roberts is 601-576-6862.

Publish dates:

January 28, 2019

February 4, 2019



## **2.0 Overview and project scope**

The Mississippi Department of Archives and History (referred to as “MDAH” or “Department”) hereby solicits proposals for the redesign, build, and warranty of an exhibit setting inside the Museum of Mississippi History, located at 222 North Street, Jackson, Mississippi 39201.

The Museum of Mississippi History opened December 9, 2017, for the state’s bicentennial. Told in a chronological order, the state’s story starts with a twenty-six foot long, 500-year-old canoe in a riverbed setting. Housed in the same building as the Mississippi Civil Rights Museum, the Two Mississippi Museums has had more than 250,000 visitors in its first year. This artifact is a significant part of the exhibits in the Museum of Mississippi History.

Due to the lighting and casework surrounding the canoe, the artifact is very difficult to see. The casework is embedded into the setting and once the casework is removed the setting will need to be repaired. MDAH is requesting a proposal for the redesign, fabrication, installation, and subsequent repair of this setting. The entire setting should be behind glass. The light levels in this exhibit should not exceed 10-15 foot candles so any redesign should ensure that lighting from the canoe is acceptable and the artifact is visible.

MDAH requires that the awarded vendor disassemble and remove the existing setting. While the existing setting is removed, the canoe must be protected from damage. Also dust and debris should be kept to a minimum to protect other exhibits and visitors. This area should be blocked from visitors during the project.

Onsite work can occur 7 days a week between 7:30 a.m. – 10 p.m. until project is complete. MDAH would prefer completion of the project by September 30, 2019. MDAH requires a minimum warranty coverage of one year from completion and acceptance. Refer to Attachment B for detailed drawings and images.

There will be an opportunity for an onsite visit on February 4, from 9 a.m. to 12 p.m. To schedule an appoint email [canoerfp@mdah.ms.gov](mailto:canoerfp@mdah.ms.gov).

All proposals submitted in response to this solicitation must conform to the requirements and specifications outlined within this document and any applicable amendments.

All offerors must provide certification of insurance coverage and all information regarding licensing and bonding with the state of Mississippi.



### 3.0 Procurement Timeline

It is our intent to follow the schedule below in the execution of this request for proposal; however, MDAH reserves the right to amend and/or change the below schedule of events, as it deems necessary:

DATE	TIME	EVENT
January 28, 2019		RFP Release; first publication
February 4, 2019	9 a.m. to 12 p.m. CST	Second publication/ On site visit
February 11, 2019	3 p.m. CST	Mandatory vendor teleconference
February 14, 2019	5 p.m. CST	Deadline for submission of vendor questions
February 19, 2019	12 p.m. CST	Deadline for RFP amendments and MDAH responses to vendor questions posted on website
March 7, 2019	12 p.m. CST	Deadline for delivery of proposals to MDAH
April 1, 2019		Notice of Intent to award and evaluation committee report posted to website
April 19, 2019		Approval by MDAH Board of Trustees
May 1, 2019		Approval by Public Procurement Review Board
May 3, 2019		Projected contract begin date
September 30, 2019		Target project completion date

### 4.0 Communications, clarifications, and RFP amendments

- The officer of contact for this RFP is Joey Roberts, MDAH Finance Director, whose contact telephone number is 601-576-6862.
- All MDAH directed amendments to this RFP will be posted to the website address <http://www.mdah.ms.gov/canoesettingrfp/> before 12 p.m. noon, February 19, 2019.
- All proposers should submit questions to the email address [CanoeRFP@mdah.ms.gov](mailto:CanoeRFP@mdah.ms.gov) before 5 p.m. CST, February 14, 2019. Answers to vendor questions will be posted the website address <http://www.mdah.ms.gov/canoesettingrfp/> before 12 p.m. noon, February 19, 2019.
- All answers to vendor questions shall become an effective amendment to the RFP and are included as part of the required acknowledgment of amendments in each vendor proposal response.



## 5.0 Mandatory vendor teleconference

Attendance at the vendor teleconference on February 11, 2019 at 3 p.m. central time is mandatory for any vendor who intends to submit an RFP response. Attendance must be by teleconference only. No onsite participation is allowed. No exceptions will be granted to this requirement. Any proposal received from a Vendor who did not have an authorized representative present on the vendor teleconference will be rejected.

Vendors or a vendor's representative may call into 1-877-820-7831, Participant Code 9053032. MDAH will make a record of the conference and all questions asked/answered during the conference will be published along with the written questions received by the deadline.

Attendees will be given a brief overview of the RFP and have an opportunity to ask questions.

## 6.0 Proposal submission requirements

All proposal packages must be delivered before 12 p.m. noon central time, March 7, 2019.

The proposal package must be sealed and addressed to:

Mississippi Department of Archives and History  
Response to RFP # 1475201901  
Attention: Joey Roberts - MDAH Finance Director  
200 North Street  
Jackson, MS 39201

All proposal packages must contain the following (if any of the following is not submitted as specified, the proposal will be considered unresponsive and will not be scored):

- 6.1 Certification to sign on behalf of the company (see attachment A)
- 6.2 Acknowledgement of Amendments (see attachment A)
- 6.3 Conflict of Interest Disclosure Statement (see attachment A)
- 6.4 **Technical Proposal (6 hard copies) in a segregated packet containing no organizational identifying information.** This part of packet should provide information only for the proposed design and the materials in use. This will be scored first by the evaluation committee. This part of the packet is the initial blind scoring phase. See Section 7.4 for scoring criteria in use.



- 6.5 Project Plan, Vendor Experience and Qualifications (6 hard copies) in a segregated packet. This part of the packet should contain information about your organization, experience with like projects, staff qualifications, and provide at least three references that our committee can contact. This will be scored after the technical proposals. See Section 7.4 for scoring criteria in use.
- 6.6 Cost Proposal (6 hard copies) in a segregated packet. This part of the packet should contain pricing in as much detail as possible. This will be scored after the vendor experience and qualifications. See Section 7.4 for scoring criteria in use.
- 6.7 Flash drive (quantity 1) containing PDFs of all sections in proposal packet.

## **7.0 Proposal evaluation process and methodology**

Sections 7.1 – 7.6 are intended to provide information on the evaluation process in use for this RFP.

### **7.1 Receipt, registration, and qualification of proposals**

Proposals will be accepted before 12 p.m. noon, March 7, 2019, but will not be opened publicly. A Register of Proposals shall be prepared and provided publicly as part of the evaluation report (see Section 7.5) that is scheduled to be posted to the MDAH website April 1, 2019, along with the Notice of Intent to Award.

The officer charged with registering proposals will open the proposals the afternoon of March 7, 2019. The proposals will each be assigned an identifying letter, number, or combination thereof, without revealing the name of the offeror submitting. The names of the offerors will be kept confidential until the partial blind scoring phase of evaluation is complete (see Section 7.3 for details).

The registering officer will inspect the contents of the proposals to determine if they meet the submission requirements described in section 6. Each proposal will be classified by the registering officer as (a) responsive or (b) nonresponsive. Proposals conforming to submission requirements are considered responsive and will continue to the evaluation committee for scoring in the method described in Section 7.3. Any proposals that do not meet the submission requirements will be classified as nonresponsive and will not continue to the evaluation committee for scoring.

### **7.2 Evaluation committee**



MDAH will form a committee to evaluate the proposals based on three distinct areas or factors in the following sequence order: (1) technical factors, (2) project plan and management factors, and (3) cost factors. The committee members will not include the staff officer facilitating the RFP process nor the officer charged with registering the proposals. The committee will be comprised of various museum or management staff members, each possessing the relevant experience necessary to evaluate the proposal materials and the qualifications of the vendors. The members of the committee will have no personal, financial, or familial interest in any of the contract offerors, or principals thereof, to be evaluated. Each committee member will complete scoring of each vendor's proposal materials in the sequence order 1, 2, and 3. The individual scores for each vendor will be aggregated to group total for that vendor. The vendor receiving the highest aggregated group score will be selected for award. The names of the members of the evaluation committee will not be publicly disclosed until their evaluation report is made public.

### **7.3 Partial blind scoring process**

This RFP will implement a partial blind scoring process during the first phase of the evaluation, whereby the committee members will not know the names of the offerors being scored for technical factors and project management factors. During this phase of evaluation, the only identification for each proposal will be a letter, number, or combination of both assigned by the officer charged with proposal registration. The purpose is to produce an objective opinion from the evaluation committee on these very important criteria. The percentage of blind scoring criteria relative to the total scoring criteria is 35%.

After the initial blind scoring phase is complete, the committee will begin the second and third phases of the evaluation with the identity of the vendors revealed. The second phase will involve evaluating each vendor's industry experience, resources, and staff qualifications. The third phase scoring will involve cost factor scoring.

To ensure this blind scoring is facilitated properly, the RFP responses must be submitted with technical factors segregated from the rest of the proposal package. Additionally, the materials section must be completely devoid of any company name or other identifying information. This includes any text, logos, pictures, or drawings where the identity of the vendor could be explicitly understood or implicitly deduced by the evaluation committee. It should only include the information specific to the project, communicating only proposed exhibit setting design, materials, techniques, and technology in use. These factors will be scored by the committee before other factors (i.e. industry experience, qualifications, and cost factors) where the identity of the vendor is necessary. See section 7.4 for more detail on all factors.



## 7.4 Evaluation criteria

The award will be made to the responsible offeror whose proposal is determined to be the most advantageous to the State, taking into consideration price and the evaluation factors set forth below. The factors, their relative percentage or weight to the total score, and labeling for blind scoring (presented as **BLIND EVAL**) are in this section. The factors for selecting the best proposal are the following:

1. Technical Factors – **35 points (35%)**
  - i. Does the offeror’s proposal demonstrate a clear understanding of the scope of work and related objectives? – **20 points (20%) – BLIND EVAL**
  - ii. Is the offeror’s proposal complete and responsive to the specific RFP requirements? – **10 points (10%) – BLIND EVAL**
  - iii. Has the past performance of the offeror’s proposed methodology been documented (Brief statement that the offeror has experience with other museums that are American Alliance of Museums accredited) – **2.5 points (2.5%) – BLIND EVAL**
  - iv. Does the offeror’s proposal use innovative technology and techniques? – **2.5 points (2.5%) – BLIND EVAL**
2. Project Plan & Management Factors – **25 points (25%)** (Factors that require the identity of the offeror to be revealed must be submitted separately from other factors)
  - i. Project Management
    - a. How well does the proposed scheduling timeline meet the needs of the soliciting agency? – **2.5 points (2.5%)**
    - b. Is there a project management plan? – **2.5 points (2.5%)**
  - ii. History and experience in performing the work:
    - a. Does the offeror document a record of reliability of timely delivery and on-time and on-budget implementation? – **2.5 points (2.5%)**
    - b. Does the offeror demonstrate a track record of service as evidenced by on-time, on-budget and contract compliance performance? – **2.5 points (2.5%)**
    - c. Does the offeror document industry or program experience? – **2.5 points (2.5%)**
    - d. Does the offeror have a record of good business ethics? – **2.5 points (2.5%)**
  - iii. Availability of personnel, facilities, equipment and other resources:
    - a. To what extent does the offeror rely on in-house resources vs contracted resources? – **2.5 points (2.5%)**
    - b. Is the availability of in-house and contract resources documented? – **2.5 points (2.5%)**
  - iv. Qualification and experience of personnel:
    - a. Documentation of experience in performing similar work by employees and when appropriate, sub-contractors? – **2.5 points (2.5%)**
    - b. Does the offeror demonstrate cultural sensitivity in hiring and training staff? – **2.5 points (2.5%)**



3. Cost Factors – **40 points (40%)** (Cost Factors must be submitted separately from other factors. These factors should be addressed in a separate section of the binder even if the information is already included in other sections of the response.)
  - i. Relative total price **35 points (35%)** – Formula =  $(A/B) * N$  where
    - A is cost of lowest valid proposal
    - B is cost of proposal being scored
    - N is maximum points for this factor (35)
  - ii. Price explanation: Is the price and its component charges, fees, etc. adequately explained or documented? – **2 points (2%)**
  - iii. Assurance of performance:
    - a. Are suitable bonds, warranties or guarantees provided? – **1 point (1%)**
    - b. Does the proposal or qualification include quality control and assurance programs? – **1 points (1%)**
  - iv. Offeror's financial stability and strength:
    - a. Does the offeror have sufficient financial resources to meet its obligations? – **1 points (1%)**

The score will be based on a 100-point scale, with each factor having the percentage of the total 100 points available as listed. Evaluation committee members will score each proposal on this 100 point system. All committee member scores will be aggregated by proposal to form a cumulative group score for each proposal.

## **7.5 Evaluation report**

The committee will prepare a report evaluating and recommending the award of a contract to the proposal receiving the highest aggregated score. The report will contain the Register of Proposals. It will list the names of all potential offerors who submitted a proposal and will summarize the proposals of each offeror. The report will rank offerors in order of evaluation, will recommend the selection of an offeror, and will provide the reasoning for the selected proposal. The report is scheduled for release on April 1, 2018 and will be made available on the website <http://www.mdah.ms.gov/canoesettingrfp/>.

## **7.6 Award notice and approval**

After the committee has posted its evaluation report, the recommendation to award, if made, will be by MDAH's evaluation committee on April 1, 2019, and will be posted on the website. After the committee makes the award and the award is approved by the MDAH Board of Trustees and the Public Procurement Review Board, official notification will be sent to all participating vendors along with an accompanying analysis describing why the contract was awarded to the particular vendor. Notice of award shall be made available to the public. MDAH will not respond to telephone calls requesting information. All awards shall be subject to final approval by the Public Procurement Review Board (PPRB).



## **8.0 Right to Protest**

Any actual or prospective proposer or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of the Mississippi Department of Archives and History. The protest shall be submitted in writing within seven (7) calendar days after notification is received. The written protest letter shall contain an explanation of the basis of the protest. A protest is considered submitted when received by the Director of the Mississippi Department of Archives and History. To expedite the handling of the protest, the envelope should be labeled "Protest." Protests filed after normal business hours on the seventh day will not be considered.

## **9.0 Post-award debriefing**

A respondent, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the Director of Administration of the MDAH within three (3) business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within five (5) business days of receipt of the request. If a respondent prefers to have legal representation present, the respondent must notify the Director of Administration of the MDAH in writing and identify its attorney by name, address and telephone number.

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-114 through 7-114.07, Post- Award Debriefing, of the *Public Procurement Review Board Office of Personal Service Contract Review's Rules and Regulations*.

## **10.0 Proposal ownership**

All proposals become MDAH property. However, such proposals are potentially subject to public records requests. For this reason, proprietary material should be clearly labeled as such. The classification of an entire proposal as proprietary or trade secret is not acceptable and may result in rejection of the proposal. Request to review proprietary information will be handled in accordance with state law and applicable procedures. All disclosures of proposal information to interested parties will be made in compliance with MDAH policies and procedures established in accordance with the Mississippi Public Records Act of 1983 defined in Section 26-61-1 et seq., of the Mississippi Code and exceptions found in Section 25-61-9 and 79-23-1.



## **11.0 Proprietary information**

The respondent should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated Sections 25-61-9 and 79-23-1 (1972, as amended). Any pages not marked accordingly will be subject to review by the general public after the proposals are opened. Requests to review the proprietary information will be handled in accordance with applicable legal procedures. Note that while the information or pages may be marked as proprietary, they should not include the proposer's name or any information identifying the proposer.



## **Appendix A**

### **Request for Proposals Terms and Conditions**

#### **Acknowledgment of Amendments**

Offeror shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal, or by letter. The acknowledgment must be received by MDAH by the time and at the place specified for receipt of proposals.

#### **Applicable Law (also included in any contract awarded under this RFP)**

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 the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

#### **Availability of Funds (also included in any contract awarded under this RFP)**

It is expressly understood and agreed that the obligation of the MDAH 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 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 MDAH, the MDAH 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 MDAH of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

#### **Certification of Independent Price Determination**

The offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposed.

#### **Compliance with Laws (also included in any contract awarded under this RFP)**

Contractor understands that the MDAH 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. 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.

### **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) as not, within a three year period preceding this proposal, 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 proposal, 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 paragraphs two (2) and (3) of this certification; and,
- 5) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

### **E-Payment (also included in any contract awarded under this RFP)**

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDAH 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. Miss. Code Annotated § 31-7-305.

### **E-Verification (also included in any contract awarded under this RFP)**

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status



verification system for all newly hired employees. Miss. Code Annotated. §§ 71-11-1 et seq. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E- Verify Program, or any other successor electronic verification system replacing the E- Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- 1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- 2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- 3) both. In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

**Paymode (also included in any contract awarded under this RFP)**

Payments by state agencies using the State’s accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor’s choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

**Procurement Regulations (also included in any contract awarded under this RFP)**

The contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

**Prospective Contractor’s Representation Regarding Contingent Fees (To be placed in prospective Contractor’s response bid or proposal.)**



The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not (use applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

**Representation Regarding Contingent Fees (also included in any contract awarded under this RFP)**

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

**Representation Regarding Gratuities (also included in any contract awarded under this RFP)**

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6- 204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

**Stop Work Order (also included in any contract awarded under this RFP)**

- 1) Order to Stop Work: The 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 this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the procurement officer shall either:
  - a) cancel the stop work order; or,
  - b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- 2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:



- a) the stop work order results in an increase in the time required for, or in Contractor's 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 procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- 3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- 4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

**Transparency (also included in any contract awarded under this RFP)**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Annotated §§ 25- 61-1 et seq., and Miss. Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. 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 Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

**Trade Secrets, Commercial and Financial Information (also included in any contract awarded under this RFP)**

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.



# Attachment A

## Proposal Package Required Forms

*Be sure to answer and complete each of the three forms in this attachment with your proposal package:*

- 1) *Certification (page 20)*
- 2) *Acknowledgement of Amendments (page 21)*
- 3) *Conflict of Interest Disclosure Statement (page 22)*
- 4) *Certification of Insurance ()*

*All responses must follow the instructions provided. This requirement is a precondition to scoring.*



## Certification

*[Please complete and return with Proposal Materials.]*

By signing below, the company representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

1. That he/she has thoroughly read and understands the terms and conditions in Appendix A, instructions and specifications for the Request for Proposal and Attachments.
2. The company meets all requirements and acknowledges all certifications contained in the RFP and Attachments.
3. The company agrees to all provisions of the RFP and Attachments.
4. The company will perform the services required at the prices quoted on the proposal form.
5. The company 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 proposal.

Company: \_\_\_\_\_ Signature \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

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



## Acknowledgement of Amendments

*[Please sign and print at the appropriate statement. Include this signed form with Proposal Materials]*

I acknowledge receipt of all amendments associated with  
**Proposal # 1475201901.**

They are as follows:

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

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_

There were no amendments associated with **Proposal # 1475201901**

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

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Signature**



# Conflict of Interest Disclosure Statement

*[Please complete and return with Proposal Materials.]*

Conflict of Interest — Involvement, financial or otherwise, that an employee, officer, or agent of MDAH may have in the proposing organization; and any involvement, financial or otherwise, that any employee, officer of any other governmental agency may have in the proposing organization.

\_\_\_\_\_, acknowledges that we  
(Vendor Name)

\_\_\_\_\_ Do not have a conflicting interest to report.

\_\_\_\_\_ Do have a conflicting interest to report.

Describe the nature of the conflicting interest:

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\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

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



## RFP Response Checklist

RFP Response Checklist: These items should be included in your response to RFP No. 1475201901.

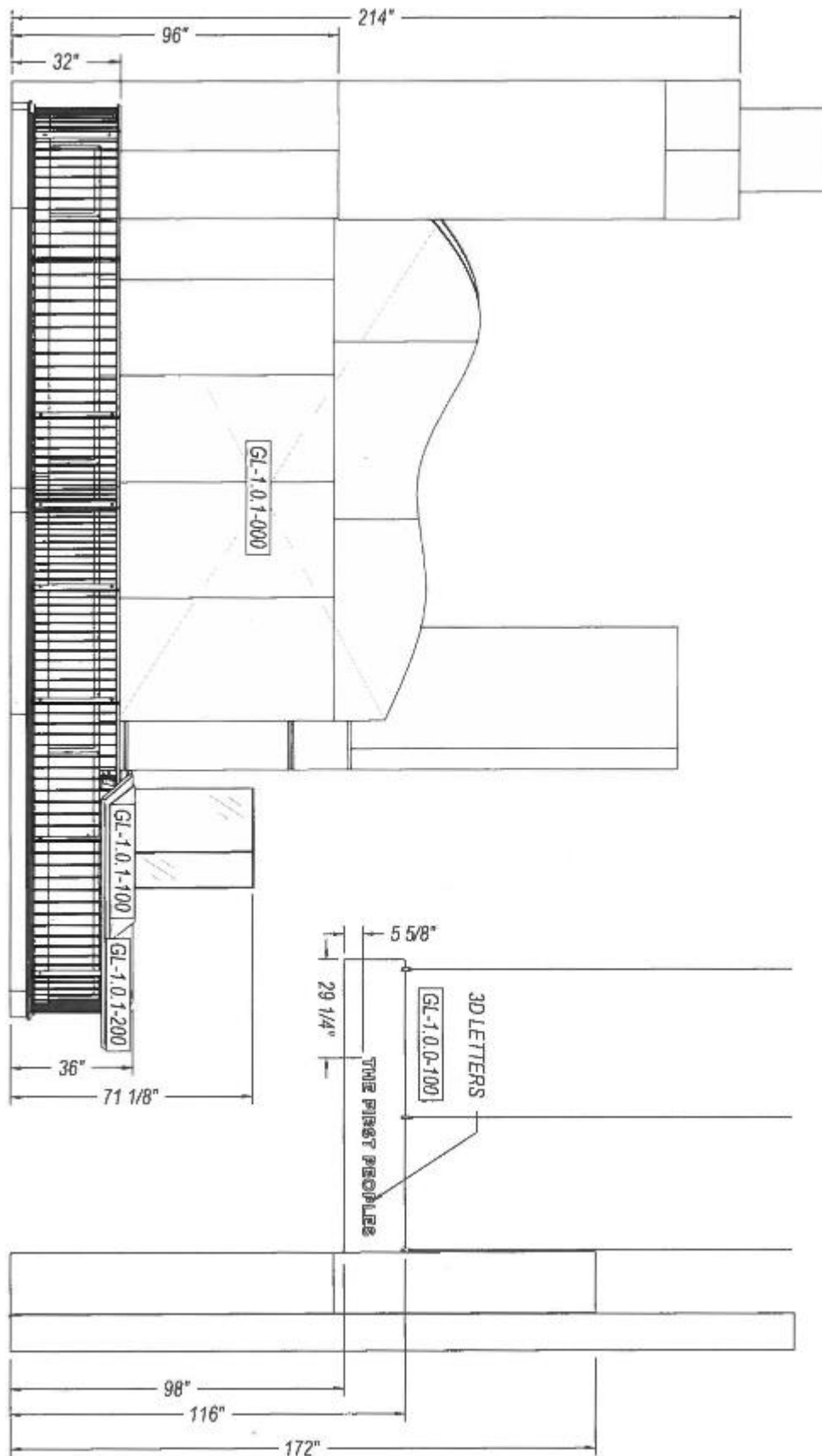
- \_\_\_\_\_ 1) Six hard copies of the complete proposal
  - a) Label the front and spine of the three-ring loose-leaf binders with the Contractor name and RFP number
  - b) Separate the Technical, Management, and Cost sections into three parts.
  - c) DO NOT include your Contractor name or any other identifying information in your response to the Technical Approach (part of the Technical Proposal in Attachment A)
  - d) DO NOT include a copy of the RFP in the binders.
- \_\_\_\_\_ 2) Thumb drive (quantity 1) containing PDF of all sections in the proposal packet
- \_\_\_\_\_ 3) Certification to sign on behalf of the company (Attached)
- \_\_\_\_\_ 4) Acknowledgement of Amendments (Attached)
- \_\_\_\_\_ 5) Conflict of Interest Statement (Attached)
- \_\_\_\_\_ 6) Certification of Insurance Coverage
- \_\_\_\_\_ 7) License and Bonding Information



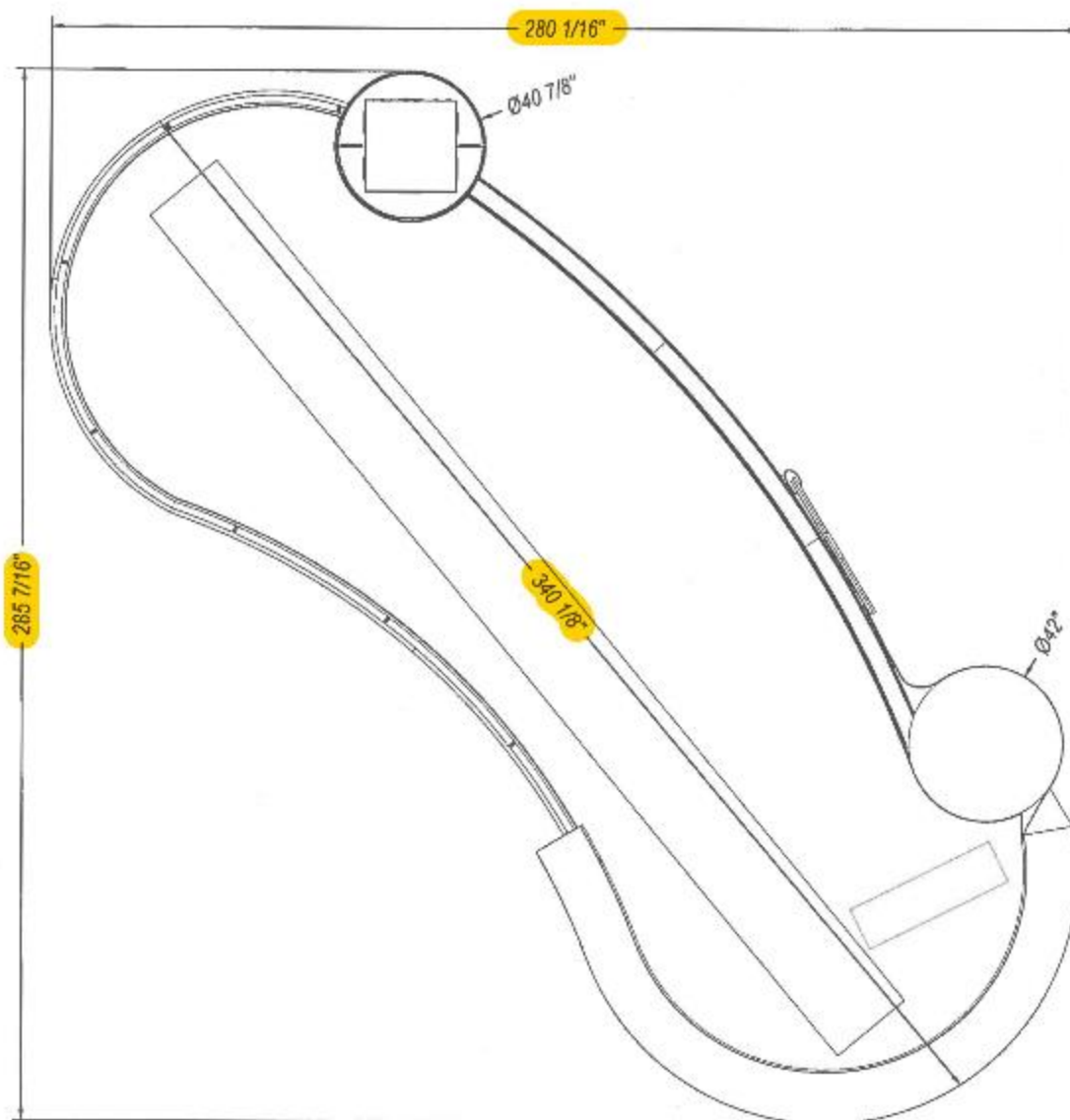
## **Attachment B**

MMH layout and existing exhibit setting pictures:



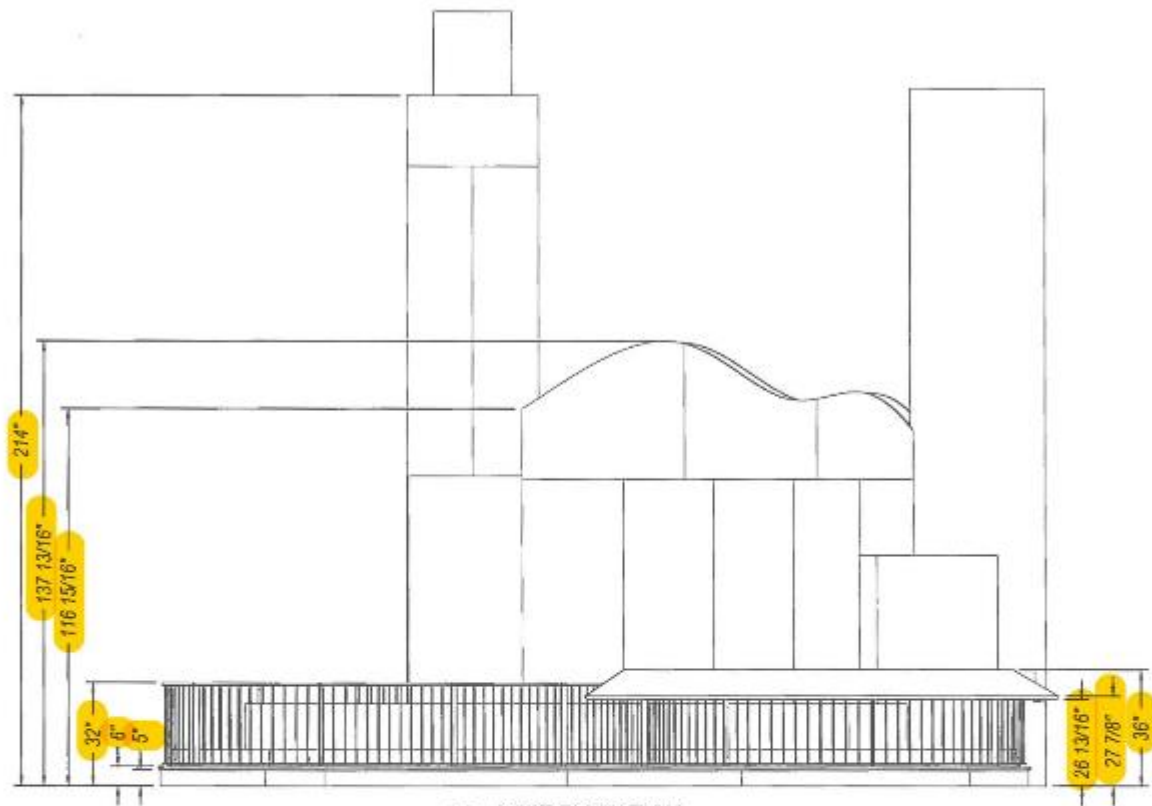




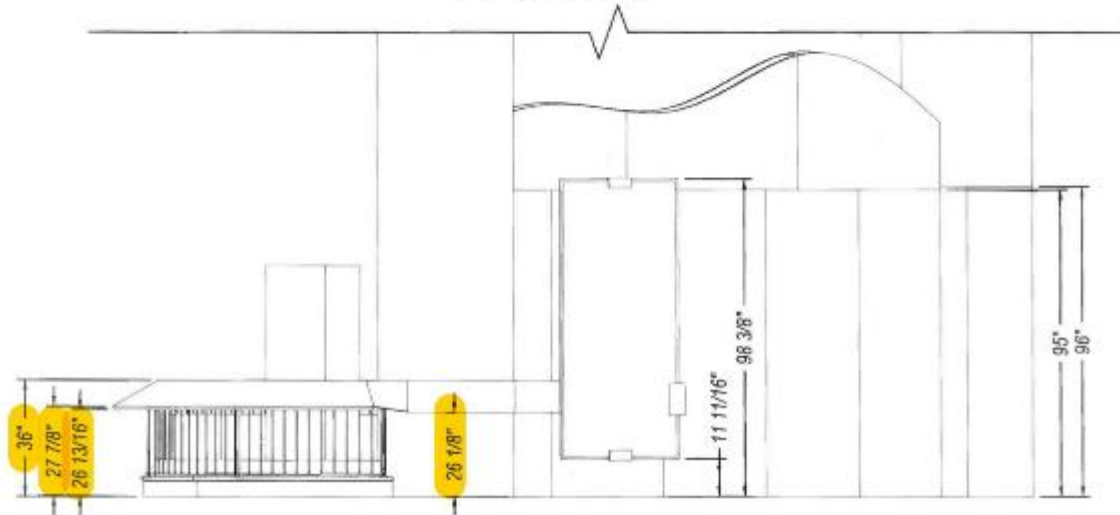


1 TOP VIEW  
Scale: 1/4" = 1' - 0"





2 LEFT ELEVATION  
Scale: 1/4" = 1' - 0"





## Canoe Setting





## Canoe from South





## Canoe from North





## Canoe Base





## **Attachment C**

MDAH Contract:



## MISSISSIPPI Department of ARCHIVES &amp; HISTORY



## CONTRACTUAL AGREEMENT FOR INDEPENDENT CONTRACTOR

**THIS AGREEMENT** made and entered into by and between the Mississippi Department of Archives & History, an agency of the State of Mississippi (the "Department"),

and \_\_\_\_\_

whose Vendor # is

and whose address for mailing is \_\_\_\_\_  
hereinafter individually and collectively referred to as ("Contractor").

**WITNESSETH:**

In consideration of the mutual covenants contained herein, and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

**I. SCOPE OF SERVICES:** (Please include an attachment for lengthy descriptions titled Attachment A and notate below *Please see Attachment A for detailed Scope of Services*)



**II. PERIOD OF PERFORMANCE:**

The term of this Agreement shall commence on \_\_\_\_\_

and shall expire on \_\_\_\_\_.

**III. COORDINATION OF SERVICES:** Contractor shall coordinate the performance of the

services to be provided hereunder through \_\_\_\_\_.

director of \_\_\_\_\_ division,  
or his/her designee and consult with said director on specific courses of action which should be  
pursued.

**IV. INDEPENDENT CONTRACTOR STATUS:** Contractor shall, at all times, be regarded as  
and shall be legally considered an independent contractor and shall at no time act as an agent for  
the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any  
third party as creating the relationship of principal and agent, master and servant, partners, joint  
ventures, employer and employee, or any similar such relationship between the State and  
Contractor. Neither the method of computation of fees or other charges, nor any other provision  
contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to  
create a relationship other than the independent relationship of the State and Contractor.  
Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by  
implication, to be employees of the State. Neither Contractor nor its employees shall, under any  
circumstances, be considered servants, agents, or employees of the Department, and the  
Department shall be at no time legally responsible for any negligence or other wrongdoing by  
Contractor, its servants, agents, or employees. The Department 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  
Department shall not provide to Contractor any insurance coverage or other benefits, including  
Worker's Compensation, normally provided by the State for its employees.

**V. PAYMENT TERMS:** In full consideration for the performance of the Services hereunder,  
and for any rights granted or relinquished by the contractor under this Agreement, the  
Department shall pay Contractor as follows (mark as applicable):

\_\_\_\_\_ on a time and materials basis at the following rates: \_\_\_\_\_

or

\_\_\_\_\_ a fixed fee (the "Fee") in the amount of \$ \_\_\_\_\_ payable in installments as

follows: \_\_\_\_\_

Payments shall be preceded by an invoice from Contractor (to be submitted monthly), which the  
Department shall then pay in the ordinary course.



Upon approval, Department will reimburse Contractor for reasonable and necessary expenses incurred in the performance of the Services; provided, however, any necessary travel will be based on a mileage allowance for use of automobile at the maximum rate permitted by the Internal Revenue Service. Any airline travel will be at coach rates.

Total contract, including fringe, travel, and other expenses related to carrying out this

Agreement, shall not exceed \$ \_\_\_\_\_.

Contractor acknowledges and agrees that, except as provided herein, it shall not be entitled to, and the Department shall not be obligated to pay, any monies or other compensation for the Services provided and rights granted under this Agreement.

**VI. RETIREE:** Is Contractor drawing retirement benefits from the Public Employee's

Retirement System (PERS)? ☐ YES or ☐ NO

If yes, Contractor represents that it has separated from State service with Mississippi and all covered employers after retirement for a ninety (90) day separation period. Contractor represents that it has received an approval notification from PERS and included it as an attachment to this contract.

**VII. 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 Annotated § 31-7-301 et seq..

**VIII. PAYMODE:** Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State, may at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

**IX. AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the Department 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 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 Department, the Department 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 Department of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.



**X. 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 the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

**XI. PROCUREMENT REGULATIONS:** The contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

**XII. REPRESENTATION REGARDING CONTINGENT FEES:** Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

**XIII. REPRESENTATION REGARDING GRATUITIES:** The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 PPRB OPSCR Rules and Regulations Page 139 Effective Date 5/2/2018 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

**XIV. 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.

**XV. COMPLIANCE WITH LAWS:** Contractor understands that the Department 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. 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.

**XVI. E-VERIFICATION:** If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other



successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- (3) both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

**XVII. ANTI-ASSIGNMENT/SUBCONTRACTING:** Contractor shall not assign, subcontract or otherwise transfer this agreement, in whole or in part, its rights or obligations under this contract without prior written consent of the Department. Any attempted assignment or transfer without said consent shall be void and of no effect.

**XVIII. SEVERABILITY:** If any term or provision of this contract is prohibited by the laws of this State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby and each term and provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

**XIX. MODIFICATION OR RENEGOTIATION:** This agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal, state and/or the Department revisions of any applicable laws or regulations make changes in this agreement necessary.

**XX. CHANGE IN SCOPE OF WORK:** The Department 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 signed by the Department and the Contractor.

If 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 Contractor, Contractor must immediately notify the Department in writing of this belief. If the Department believes that the particular work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.



## **XXI. TERMINATION FOR CONVENIENCE:**

- (1) *Termination.* The Agency Head or designee may, when the interests of the Department so require, terminate this contract in whole or in part, for the convenience of the Department. 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 Department. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

## **XXII. TERMINATION FOR DEFAULT:**

- (1) *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- (2) *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- (3) *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- (4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar



to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably 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 excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

(5) *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of 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 excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed 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 notice of termination had been issued pursuant to such clause.

(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.

**XXIII. TERMINATION UPON BANKRUPTCY:** This contract may be terminated in whole or in part by the Department 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.

#### **XXIV. 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 this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:

- (a) cancel the stop work order; or,
- (b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:



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

**XXV. NON-WAIVER OF BREACH:** Failure by the Department, 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 Department to enforce any provision at any time in accordance with its terms.

**XXVI. COPYRIGHT:** Copyright to all work products regardless of physical format including, but not limited to, photographs, software, source code, research notes and compilations, draft and finished written works, and published materials produced by Contractor in the scope of their contract with the Department belongs to the Department.

**XXVII. CONFIDENTIAL INFORMATION:** Contractor shall treat all Department data and information to which it has access by its performance under this contract as confidential and shall not disclose such data or information to a third party without specific written consent of the Department. In the event that Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall promptly inform the Department and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive termination or completion of this contract and shall continue in full force and effect and shall be binding upon Contractor and its agents, employees, successors, assigns, subcontractors, or any party or entity claiming an interest in this contract on behalf of, or under the rights of Auditor following any termination or completion of this contract.

**XXVIII. 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 Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.



**XXIX. ENTIRE AGREEMENT:** This contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

**XXX. AUTHORIZATION:** Both parties hereto represent that they have authority to enter into this contract and that the individuals executing this contract are authorized to execute it and bind their respective parties.

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

**IN WITNESS WHEREOF,** the parties have executed this Agreement to be effective as of the commencement date outlined in Clause II.

**Independent Contractor**

By: \_\_\_\_\_

\_\_\_\_\_  
(name of representative, title, co. name)

Date: \_\_\_\_\_

**Department of Archives & History**

By: \_\_\_\_\_

Katie Blount, Director, MDAH

Date: \_\_\_\_\_