

INVITATION FOR BIDS

IFB Number: 3160002770

List of Vendors for Remediation and
Emergency Services

Advertising Dates:

March 12, 2019

March 19, 2019

CLOSING LOCATION

Mississippi Department of Finance & Administration

501 North West Street, Suite 1301

Jackson, MS 39201

BID COORDINATOR

Aubrey Leigh Goodwin

E-mail: AubreyLeigh.Goodwin@dfa.ms.gov

Office #: (601) 359-6603

CLOSING DATE AND TIME

Bids must be received by 10:00 a.m.,

April 12, 2019

SECTION 1 – BID DELIVERY INSTRUCTIONS

1.1 Bid Acceptance Period

The original and two copies of the bid form, three copies total, shall be signed and submitted in a sealed envelope or package to:

Aubrey Leigh Goodwin, Deputy Executive Director
Mississippi Department of Finance and Administration (DFA)
Office of Personal Service Contract Review (OPSCR)
501 North West Street
Suite 1301
Jackson, MS 39201

Bids must be received no later than the time and date specified for receipt of bids. Timely submission of the bid form is the responsibility of the Bidder. The envelope or package shall be marked with the bid opening date and time, and the IFB number. The time and date of receipt shall be indicated on the envelope or package by OPSCR. Each page of the bid form and all attachments shall be identified with the name of the Bidder. Failure to submit a bid on the bid form provided shall be considered just cause for rejection of the bid. Modifications or additions to any portion of the procurement document may be cause for rejection of the bid. DFA reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, DFA may request the Bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

1.1.1 Timeline*

- **Invitation for Bid (IFB) Issue Date:** 03/12/2019
- **Questions to OPSCR**
 Deadline: 03/26/2019, 5:00 p.m. CST
- **Anticipated Posting of Answers to**
 Questions: 03/29/2019, 5:00 p.m. CST
- **Bid Package Submission Deadline:** 04/12/2019, 10:00 a.m. CST
- **Bid Opening** 04/12/2019, 1:00 p.m. CST
- **Anticipated Notice of Intent to Award:** 04/19/2019, 5:00 p.m. CST
- **Anticipated Post-Award Debriefing**
 Request Date: 04/24/2019, 5:00 p.m. CST
- **Post-Award Debriefing Held by Date:** 04/29/2019, 5:00 p.m. CST
- **Protest Deadline Date:** 04/30/2019, 5:00 p.m. CST

***All anticipated dates are subject to change by DFA and any official date changes will be issued through an Amendment to the IFB.**

1.1.2 Late Submissions

A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it is received before award is made and was sent by registered or certified mail not later than the fifth

(5th) calendar day before the date specified for receipt of bids. It must be determined by DFA that the late receipt was due solely to mishandling by DFA after receipt at the specified address.

The only acceptable evidence to establish the date of mailing of a late bid is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Bidders should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper.

The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

1.2 Expenses Incurred in Preparing Bid

DFA accepts no responsibility for any expense incurred by the Bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the Bidder.

1.3 Bid Form – Rate Schedules

All pricing must be submitted on the bid form Rate Schedules (**Attachment B, Exhibits B1-B6**). Failure to complete and/or sign the bid form may result in the Bidder being determined nonresponsive.

1.3.1 Bidder Certification

The Bidder agrees that submission of a signed bid form is certification that the Bidder will accept an award made to it as a result of the submission.

1.4 Registration with Mississippi Secretary of State

By submitting a bid, the Bidder certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

1.5 Debarment

By submitting a bid, the Bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or Federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or the federal government.

1.6 Additional Information

Questions about the procurement document must be submitted in writing to **Aubrey Leigh Goodwin** at AubreyLeigh.Goodwin@dfa.ms.gov by the date and time in Section 1.1.1.

Bidders are cautioned that any statements made by contact persons that cause a material change to any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document. All questions and requests for clarifications must be submitted by the deadline specified in Section 1.1.1 and made in writing. The person submitting the question or request for clarification is responsible for its timely delivery. All questions, request for clarifications, and answers received by the deadline shall be published as an amendment on the Mississippi Procurement Opportunity Search Portal and on the agency website (<http://www.dfa.ms.gov/dfa-offices/personal-service-contract-review/>) in a manner that all will be able to view.

1.7 Acknowledgement of Amendments

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgement must be received by DFA by the time and at the place specified for receipt of bids.

1.8 Type of Contract

Compensation for services will be in the form of an Indefinite Quantity contract.

1.8.1 An indefinite quantity contract is a contract for an indefinite amount of services to be furnished at specified times, or as ordered, that establishes unit prices of a fixed-price type. Generally, an approximate quantity or the best information available as to quantity is stated in the solicitation. The contract may provide a minimum quantity the State is obligated to procure and may also provide for a maximum quantity provision that limits the State's obligation to procure.

1.9 Written Bids

All bids shall be in writing.

**SECTION 2 – SPECIFICATIONS
REMEDATION AND EMERGENCY
SERVICES**

2.1 Purpose

The State of Mississippi DFA is seeking bids from qualified companies to provide remediation and emergency services on an as-needed basis, in accordance with the terms, conditions and specifications contained in this Invitation for Bid. The DFA is seeking to establish a Vendor List for Remediation and Emergency Services for use by state agencies impacted by disasters (Contracting Agencies). The Vendor List will be region-specific. The services may be provided in three different regions of the State, including: (1) Western; (2) Eastern; (3) and Southern. There will be a separate Vendor List for each of these regions. (See **Attachment A** for a map showing the regions and a listing of counties in each region). Bidders may bid to provide services in one or more regions, or they may bid on all regions. Bidders placing bids on more than one region should submit a complete and separate bid package for each region and mail or deliver in a separate sealed envelope for each region bid. To bid on a region, bidders must complete the Bid Package and certify that they can provide services for the entire region. For each region, the most qualified, lowest cost Bidder

or Bidders for remediation and emergency services will be added to the State's Preapproved Vendor List. Multiple Vendors may be listed per Region. Being placed on the Vendor List does not guarantee contracts will be issued.

The Bidders agree to make the State of Mississippi a priority client and pledge to provide priority and timely services by making equipment and resources available to the State of Mississippi through this contract especially following large disasters or catastrophic events. The Contractor shall be available 24 hours a day and 7 days a week via an emergency response line.

It is understood that if a contract resulting from IFB 3160002770 requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

2.2 Scope of Services

2.2.1 The Contractor must reply or respond as follows:

- 2.2.1.1** Respond to all notifications of a request for service (a loss) within 1.5 hours (i.e. directly reply to the State's notification).
- 2.2.1.2** Respond to a non-catastrophe event within one to four hours of notification when property is accessible (if loss involves fire, explosion or restrictions due to civil unrest) with both personnel and equipment.
- 2.2.1.3** Respond to a catastrophe event within one to twelve hours with personnel and 24 hours with equipment.
- 2.2.1.4** Provide a cost estimate and detailed scope of work within 24 hours after arrival.
- 2.2.1.5** Contractor must be accessible twenty-four (24) hours a day, seven (7) days a week to perform remediation and emergency services for Contracting Agencies in responding to loss, including large disasters and catastrophic events.
- 2.2.1.6** The Contractor shall have a twenty-four (24) hour emergency response telephone number.

2.2.2 Have a fully staffed office capable of arriving within stipulated timeframes and performing the required services.

2.2.3 Have at least five years of contracted experience providing remediation, restoration and emergency services.

2.2.4 Provide a Project Manager with five years or greater experience on projects.

2.2.5 Provide a written guarantee that the State will be given priority status by the Contractor when providing services needed due to a catastrophe event.

2.2.6 Certify that they can provide services for the entire region.

2.2.7 Emergency declarations are issued by the Governor of Mississippi and/or the President of the United States, or the Head of the Contracting Agency and will determine the beginning of the emergency or “loss” as used herein.

2.2.8 The Contractor shall provide remediation, restoration, and emergency services only. The Contractor will not be responsible for reconstruction except to the extent necessary to complete remediation work. Permanent repairs or reconstructions are not part of this IFB.

2.2.9 The Contractor must be able to provide services including, but not limited to, the following: surface cleaning; water extraction and moisture control; sanitization; deodorization; mold remediation; microbial remediation; biohazard remediation; debris removal; glazing (removal, repair, and replacement); fire, smoke, and water damage recovery; drying and dehumidification; commercial cleaning and decontamination of HVAC units, ductwork, drapes, and interior surfaces; media restoration (documents, books, vital records, and electronics); mechanical and electrical systems restoration and repair; equipment and inventory recovery, including telecommunications systems; post-construction clean-up; temporary roofing/board-up; and relocation services, including pack-out, cleaning, and short/long-term storage. If any projects or level of work reaches the purview of construction, a separate contract must be issued.

2.2.9.1 “Construction” is defined as “the process of building, altering, improving, renovating or demolishing a public structure, public building, or other public real property. It does not include routine operation, routine repair or regularly scheduled maintenance of existing public structures, public buildings or other public real property.” In Mississippi, public projects require contractors with certificates of responsibility issued by the Mississippi State Board of Contractors, in addition to other insurance and bonding requirements which are not applicable to this IFB’s Scope of Services.

2.2.10 The Contractor must be able to respond to damages to a single property.

2.2.11 The Contractor must be able to respond to catastrophic events that cause damage to large numbers of properties.

2.2.12 The Contractor shall furnish all labor, skills, tools, materials, supplies, equipment, and supervision necessary to perform the tasks as specified.

2.2.13 In the event of a loss, the Contractor shall, with regard to Project Management:

2.2.13.1 Ensure all subcontractors comply with Contracting Agency requirements stipulated in any awarded contract.

2.2.13.2 Ensure all work is delivered in accordance with Mississippi Emergency Management Agency requirements (hereinafter “MEMA”).

2.2.13.3 Ensure all work is delivered in accordance with all Federal Emergency Management Agency requirements (hereinafter "FEMA").

2.2.13.4 Provide a Rough Order of Magnitude and an Initial Scope of Loss Report within twenty-four (24) hours of each loss event.

2.2.14 Upon completion of the work, the Contractor shall provide the Contracting Agency with a comprehensive final report with detailed information that summarizes all completed services provided by the Contractor and in sufficient detail to satisfy FEMA and insurance company requirements in order to maximize payment of claims and reimbursement of expenses.

2.2.15 Detailed scope and specific requirements of the work required will be provided by the Contracting Agency when a Vendor on the **Vendor List** is selected for consideration with respect to a specific project or need. Such scope and requirements will include, but are not limited to, description of work activities, definition of particular deliverables, time frames, and budget parameters.

2.2.15.1 All emergency repair and remediation services must equal or exceed the specifications listed. The absence of detailed specifications or the omission of detailed descriptions shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality equipment and workmanship are to be used.

2.3 Multi - Term

Vendors added to the Vendor List will remain on the list for approximately three years, at which time that list will expire. However, if a Contracting Agency enters into a contract with a Vendor prior to the expiration date, that contract may be renewed annually at the same rates listed on the Vendor List until December 1, 2024. Prices submitted in response to the IFB will remain firm, valid, and renewable until December 1, 2024 except that a Bidder may raise prices to reflect a rise in the federal minimum wage, but only to the extent of the actual minimum wage increase.

SECTION 3

3.1 Insurance

The successful Bidder shall maintain at least the minimum level of workers' compensation insurance, comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000.00 per occurrence and fidelity bond insurance with minimum limits of \$1,000,000.00. All workers' compensation, comprehensive general liability, professional liability, and fidelity bond insurance will provide coverage to the State of Mississippi as an additional insured. DFA reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance. The Vendor shall be prepared to provide evidence of required insurance upon request by DFA at any point during the contract period and should consult with legal counsel regarding its obligations.

SECTION 4

4.1 Bid Evaluation

Bids will be evaluated based on the requirements set forth in IFB 3160002770 which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable where possible. This Invitation for Bids sets forth the evaluation criteria to be used. No criteria will be used in an evaluation that is not set forth in this Invitation for Bids. Only Bidders who are found responsive and responsible will have their bids considered.

4.1.1 Responsive Bidder

Bidder must submit bid including Bid Form and all required Attachments and other documents which conforms in all material respects to this Invitation for Bids, IFB 3160002770 as determined by DFA.

4.1.2 Nonconforming Terms and Conditions

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. DFA reserves the right to permit the Bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by DFA of non-responsiveness based on the submission of nonconforming terms and conditions.

4.1.3 Conditioning Bid Upon Other Awards

Any bid which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and not acceptable.

4.1.4 Rate Schedules – Labor, Materials, Equipment

Bidder will submit Rate Schedules for personnel (labor), material, and equipment that the Bidder anticipates may be required to provide complete response to any potential event/loss. The forms to submit with this information are provided as Attachment B, Exhibit B1-B6. **Only the provided forms may be used to submit information or will be considered for this IFB.**

Bidders are to submit the Labor Rate Schedule for remediation/emergency services hourly rates. The schedule should be listed by personnel classification.

- Individuals identified and/or billed for at rates related to supervisors, project managers, various skilled technicians/tradesmen, etc. must have the experience and specified certifications (if applicable) to support the personnel classification.
- The support documentation/credentials must be available upon the request of the State and/or its designee. If additional workers are added throughout the

Project that fall under supervisory or skilled technician/tradesmen classification, their certifications/credentials must be made available upon request by the State and/or its designee.

- Bidders to submit the Material Rate Schedule of products.
 - If the Material Rate Schedule list a specific unit of measurement, then the cost should be provided based upon that specific unit.
- Bidders to submit the Equipment Rate Schedule for equipment.
 - Rates for equipment rental must allow for a weekly and monthly rate. The weekly and monthly rates will be based on the daily rates provided by the Bidder. The weekly and monthly rates will be calculated based upon the following:
 - Weekly (7 days) rates will be based upon four (4) daily rental charges. Example of rate calculations:
 - Equipment used for seven days, daily rate \$35, weekly rental rate is \$140 ($\35×4), rental charge is \$140
 - Equipment used for 10 days, daily rate is \$35, rental charge is \$245 (weekly rate of \$140 plus $\$35 \times 3$ days)
 - Monthly rates will be based upon three weekly rental charges. Example of rate calculations:
 - Equipment used for 31 days, weekly rental rate is \$140 (as calculated above), monthly rental rate is \$420 ($\140×3), rental charge is \$420
 - Equipment used for 40 days (based on above daily, weekly, and monthly rates), rental charge is \$630 ($\420 monthly, $\$140$ weekly, $\$35 \times 2$ days)
- Total rental rate of any individual rented equipment used for each project may not exceed the current market value of the equipment being rented. The State has the option of capping rental fees on any equipment used during a project once the market value has been reached on each piece of equipment.
- The Bidder's Rate Schedules must include the mandatory items listed on Exhibit B5.
- Exhibit B5 includes personnel, materials, and equipment. The Bidder shall include and incorporate the mandatory items on the appropriate Rate Schedule when submitting the bid response. The mandatory items are in red font and should be in RED FONT when the Bidder includes the items on the appropriate Rate Schedule.
- Rate Schedule forms are Exhibit B1-B4; the Mandatory Items List is Exhibit

B5. The Bidder must utilize the provided Rate Schedule forms, in Excel format, when submitting the bid response. The exhibits are in the provided Excel workbook. It is the Bidder's responsibility to ensure that the mandatory items AND all other personnel positions, materials, and equipment needed to allow for complete response to Projects arising from this IFB are represented on the Schedules.

- If additional lines/rows are needed to list all the items, the Bidder may add/insert as many rows as necessary to accommodate the needed entries.
- A Small Tools charge shall be calculated based on general labor only and must fall within the range of 0% to 3%. Bidder shall include the Small Tools charge on the provided Schedule (Exhibit B4); this is a required item.
- A list of items that fall within the Small Tools category is attached as Exhibit B6, this is not an all-inclusive list.
- Bidder shall provide a Catastrophe Fee that will be applicable only when responding to a Catastrophe Event. This fee shall be calculated based only upon the contractor's labor and must fall within the range of 0% to 5%.
- The Catastrophe Fee will not be applied to Bidder's material or equipment billing nor is it applied to reimbursable expenses or Subcontractor billing.
- Bidder shall include the Catastrophe Fee on the provided Schedule (Exhibit B4); this is a required item. This fee applies to any size project, when applicable.
- Bidder shall include the Contractor's Overhead and Profit (O&P) charge on the provided Rate Schedule (Exhibit B4); this is a required item. Note O&P is based on overhead and profit, not overhead on profit. The contractor must provide the percent for O&P separately. The combined amounts of O&P must fall within the range of 0% to 20%.

4.1.5 Bid Submission Format

The bid package must be sealed and must contain the following:

- Bid Cover Sheet and Region Map (**Attachment A**)
- Bid Form & Rate Schedules (**Attachment B, Exhibits B1-B4**)
- References (**Attachment C**)
- Certifications and Assurances (**Attachment D**)
- 44 C.F.R. Part 18-Certification Regarding Lobbying (**Attachment E**)
- **Signed copies of any Amendments issued by DFA**

4.1.6 Responsible Bidder

Bidder must have capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance, as determined by DFA.

4.1.7 Minimum Qualifications to be Deemed Responsible

- Bidder must have been in business and provided emergency repair and remediation services similar in requirements and scale to those described in this IFB for a minimum of five (5) years.
- Bidder must be appropriately licensed and/or have legal authority to render the proposed services. Provide a copy of pertinent license, certificate of appointment or other such documentation to demonstrate qualifications.
- Must receive at least four (4) positive responses on Reference Score Sheet (**Attachment F**)
- Bidder must be an independent entity, with no real or perceived conflict of interest with regard to its relationship with DFA.

4.1.8 References

Each Bidder must furnish a listing of **at least three (3)** trade references along with the contact person, address, and phone number for each. These references must be familiar with the Bidder's abilities in the areas involved with this solicitation. DFA will use these references to determine the Bidder's ability to perform the services. It is the responsibility of the Bidder to ensure that the reference contact information is correct and current. Bidders should verify before submitting their bid that the contact person and phone number are correct for each reference. DFA will begin contacting references at the top of the list and will continue down the list until two contacts have been reached.

References must be listed on **Attachment C**.

4.2 Bid Opening

Bid opening will be open to the public; however, this will include opening, reading aloud, and listing the total bid price on each bid only. No discussions will be entered into with any Bidder as to the quality or provisions of the specifications and no award will be made, either stated or implied at the bid opening. Bids will be opened at 1:00 p.m., Friday, April 12th, in the 7th Floor Conference Room, Woolfolk Building, 501 N. West Street, Jackson, Mississippi 39201.

4.3 Award

Bidders will be awarded by written notice to the lowest responsible Bidders whose bids meet the requirements and criteria set forth in this Invitation for Bids. "Lowest" bid will be determined by the total* of all line items contained within the Bid Form. Multiple Vendors may be selected per region.

*the total is for bid evaluation purposes only. In the event of a mathematical error, DFA may correct the total for evaluation purposes, upon notice to the Bidder. Unit prices will govern any

contract resulting from this IFB.

4.3.1 Notification

Awards for this procurement will be posted on the DFA website at <http://www.dfa.ms.gov/dfa-offices/personal-service-contract-review/>. Bidders will be notified via e-mail of the awards. Additionally, a letter will be sent to all Bidders. In addition, DFA will identify the selected vendors. Notice of award will also be made available to the public through the Mississippi Procurement Opportunity Search Portal.

4.3.2 Contract Management

If the Contractor fails to adhere to the remediation and emergency services schedule, or if the Contractor fails to satisfactorily provide the prescribed service to all or any service area, the Contracting Agency will inform the Contractor, and the Contractor shall complete corrective action within twenty-four (24) hours. No payment shall be made to the Contractor until all deficiencies have been corrected. If the Contractor exhibits a pattern of non-performance as shown by repeated deficiencies, the Contracting Agency may terminate the contract in accordance with Termination clauses without further obligation to the Contractor. (Contracting Agency may elect to use the form included as **Attachment J**, Emergency Repair and Remediation Services Contract Discrepancy Report.)

SECTION 5

5.1 Post-Award Vendor Debriefing

A Bidder, 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 Bid Coordinator identified herein 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 must occur within three (3) business days of receipt of the request. If a Bidder prefers to have legal representation present, the Bidder must notify the Bid Coordinator in writing and identify its attorney by name, address, and telephone number. DFA will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General can be present.

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 Vendor Debriefing, of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

5.2 Protest of Award

Any actual or prospective Bidder or contractor who is aggrieved in connection with this solicitation or the outcome of the Invitation for Bids may file a protest with the Bid Coordinator. The protest shall be submitted on or before **Tuesday, April 30, 2019, 5:00 p.m. CST**, in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests must be in writing, dated, signed by the Bidder

or an individual authorized to sign contracts on behalf of the protesting Bidder, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) or regulation(s), and/or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting Bidder must provide facts and evidence to support the protest. A protest is considered filed when received by the Bid Coordinator via either U.S. mail, postage prepaid, or personal delivery. Protests filed after **Tuesday, April 30, 2019, 5:00 p.m. CST** will not be considered.

5.3 Required Contract Terms and Conditions

Any contract entered into between a Contracting Agency and a vendor/Bidder shall include the required clauses found in **Attachment G** and those required by the *Mississippi Office of Personal Service Contract Review Rules and Regulations* as updated and replaced by PPRB.

5.4 Optional Contract Terms and Conditions

Any contract entered into between a Contracting Agency and a vendor/Bidder may have, at the discretion of the Contracting Agency, the optional clauses found in **Attachment H** and those within the *Mississippi Office of Personal Service Contract Review Rules and Regulations* as updated and replaced by PPRB.

5.5 FEMA Regulations

Any contract entered into between a Contracting Agency and a vendor shall include the required clauses found in **Attachment I** and those required by FEMA under C.F.R. Part 200 as these resulting contracts are eligible for reimbursement from FEMA.

5.6 Mississippi Contract/Procurement Opportunity Search Portal and Transparency

This Invitation for Bids and the questions and answers concerning this Invitation for Bids, will be posted on the Contract/Procurement Opportunity Search Portal and the Vendors List for Emergency Repair and Remediation Services will be posted to the Transparency.MSGov website.

5.7 Attachments

The attachments to this Invitation for Bids are made a part of this Invitation for Bids as if copied herein in words and figures.

5.8 Form of the Contract

Following establishment of any Vendors List for Remediation and Emergency Services, OPSCR will establish a contract template for use by Contracting Agencies. Because time is of the essence in engaging a Contractor under the circumstances contemplated by this IFB, Vendors must understand and agree that the form contract will be used without substantial revision. The form contract will include those terms and conditions first referenced in Section 5.3 herein, FEMA regulations referenced in Section 5.5 herein, and may include clauses referenced in Section 5.4 herein. By submitting a bid, Vendors agree to utilize this form without substantial revisions when engaged by a Contracting Agency.

Attachment A

Bid Cover Sheet

The Department of Finance and Administration is seeking to establish a List of Vendors for Remediation and Emergency Services for use by state agencies under the purview of the PPRB.

Bids are to be submitted as listed below, on or before **April 12, 2019, 10:00 a.m. CST.**

PLEASE MARK YOUR ENVELOPE:

IFB 3160002770

Opening Date: 1:00 p.m. April 12, 2019

Department of Finance and Administration

Attention: Aubrey Leigh Goodwin

Suite 1301, 501 North West Street, Jackson, MS 39201

SEALED BID – DO NOT OPEN

Name of Company: _____

Quoted By: _____

Signature: _____

Address: _____

City/State/Zip Code: _____

Company Representative: _____

Telephone: _____

Fax: _____

E-Mail: _____

FEI/FIN # (if company, corporation, or partnership):	
SS# (if individual):	

In addition to providing the above contact information, please answer the following questions regarding your company:

What year was your company started? _____

How many years and/or months has your company been in the business of performing the services called for in this Invitation for Bids? _____

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation. _____

If your company is not physically located in the region, how will you supply Remediation and Emergency services to agencies in the region? _____

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms. _____

List all licenses or permits your company possesses that are applicable to performing the services required in this Invitation for Bids. _____

For how many customers has your company provided Remediation and Emergency services in the past two (2) years? Please include the dates, the size of the area maintained, and the annual amount of the billing to each customer. _____

What is the largest customer your company has provided Remediation and Emergency services for in the past two (2) years? Please include the annual amount of the billing. _____

Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff. _____

List all the equipment that your company has available or that is intended to be used to perform the services required in this Invitation for Bids. _____

Western Region:

Bolivar
Carroll
Claiborne
Coahoma
Copiah
DeSoto
Grenada
Hinds
Holmes
Humphreys
Issaquena
Leflore
Madison
Montgomery
Panola
Quitman
Rankin
Sharkey
Simpson
Sunflower
Tallahatchie
Tate
Tunica
Warren
Washington
Yalobusha
Yazoo

Eastern Region:

Alcorn
Attala
Benton
Calhoun
Chickasaw
Choctaw
Clarke
Clay
Itawamba
Jasper
Kemper
Lafayette
Lauderdale
Leake
Lee
Lowndes
Marshall
Monroe
Neshoba
Newton
Noxubee
Oktibbeha
Prentiss
Pontotoc
Scott
Smith
Tippah
Tishomingo
Union
Webster
Winston

Southern Region:

Adams
Amite
Covington
Forrest
Franklin
George
Greene
Hancock
Harrison
Jackson
Jefferson
Jefferson Davis
Jones
Lamar
Lawrence
Lincoln
Marion
Pearl River
Perry
Pike
Stone
Walthall
Wayne
Wilkinson

Western Region**Eastern Region****Southern Region**

Attachment B

Bid Form for Rate Schedules for Remediation and Emergency Services

For Region: _____

Company	Company Representative	Telephone

The Bidder must be able to provide services including, but not limited to, the following: surface cleaning; water extraction and moisture control; sanitization; deodorization; mold remediation; microbial remediation; biohazard remediation; debris removal; glazing (removal, repair, and replacement); fire, smoke, and water damage recovery; drying and dehumidification; commercial cleaning and decontamination of HVAC units, ductwork, drapes, and interior surfaces; media restoration (documents, books, vital records, and electronics); mechanical and electrical systems restoration and repair; equipment and inventory recovery, including telecommunications systems; post-construction clean-up; temporary roofing/board-up; and relocation services, including pack-out, cleaning, and short/long-term storage.

Use Exhibits B1-B6 on the excel spreadsheets enclosed/attached and instructions from Item 4.1.4 above for this section.

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

1. That he/she has thoroughly read and understands this Invitation for Bids, IFB 3160002770 and the attachments herein and any amendments;
2. That the company meets all requirements and acknowledges all certifications contained in this Invitation for Bids, IFB 3160002770 and the attachments herein;
3. That the company agrees to all provisions of this Invitation for Bids, IFB 3160002770 and the attachments herein;
4. That the company will perform, without delay, the services required at the prices quoted in this **Attachment B**; and
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
6. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Invitation for Bids.

Printed Name: _____

Signature/Date: _____

Attachment C

References

Reference 1

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone: _____
Fax: _____

Reference 2

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone: _____
Fax: _____

Reference 3

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone: _____
Fax: _____

OPSCR must be able to make contact with at least two (2) references within three (3) business days of the opening. DFA will begin contacting references at the top of the list and will continue down the list until two contacts have been reached. See Section 4.1.7 of this Invitation for Bids.

Attachment D

Certifications and Assurances

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

1. REPRESENTATION REGARDING CONTINGENT FEES

Bidder represents that it **has/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.

2. REPRESENTATION REGARDING GRATUITIES

The Bidder or Contractor represents that it **has/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 Personal Service Contract Review Board Rules and Regulations.

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The Bidder certifies that the prices submitted in response to the solicitation **have/have not** been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate price.

4. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

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

5. NON-DEBARMENT

This certification is a material representation of fact relied upon by the Contracting Agencies. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to DFA serving as recipient and other Contracting Agencies, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Name/Title: _____

Signature/Date: _____

Note: Please be sure to circle the applicable word or words provided above. Failure to circle the applicable word or words and/or to sign the bid form may result in the bid being rejected as nonresponsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

Attachment E

44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

***Required to receive Federal funding**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Attachment F
Reference Score Sheet

**TO BE COMPLETED BY THE DEPARTMENT OF FINANCE AND
ADMINISTRATION ONLY**

Bidder Name: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Service From/To Dates: _____

Able to provides Remediation and Emergency Services?	Yes	No
Satisfied with the Remediation and Emergency Services provided?	Yes	No
Vendor easy to work with in scheduling Remediation and Emergency Services and met scheduling requirements?	Yes	No
Were the Remediation and Emergency Services completed on time and within budget?	Yes	No
Would you recommend them?	Yes	No

Contractors must received at least four (4) "yes" from references to be considered responsible.

Do you have any business, professional or personal interest in the Bidder's organization?	Yes	No
---	-----	----

Called by: _____

Notes: _____

Attachment G

Required Clauses for Service Contracts Resulting from this Invitation for Bids

1. 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.
2. Availability of Funds. It is expressly understood and agreed that the obligation of the Agency 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 Agency, the Agency 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 Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
3. Compliance with Laws. Contractor understands that the Agency 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.
4. 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.*
5. 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:

- a. 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; or
- b. 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,
- c. 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.

6. 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.
7. 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>.
8. 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.
9. 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 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.
10. Stop Work Order.
 - a. *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:

- i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- b. *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:
 - i. 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,
 - ii. 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.
- c. *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.
- d. *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.

11. Termination for Convenience.

- a. *Termination.* The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- b. *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

12. Termination for Default.

- a. *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.
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the 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.
- c. *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.
- d. *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 (1) 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". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- e. *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.

- f. *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.
13. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by Agency 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.
14. 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.
15. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the 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.

Attachment H

Optional Clauses for Use in Service Contracts Resulting from this Invitation for Bids

1. 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.
2. Approval. It is understood that this contract requires approval by the Personal Service Contract Review Board. If this contract is not approved, it is void and no payment shall be made hereunder.
3. Attorney's Fees and Expenses. Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.
4. Authority to Contract. Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
5. 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.

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

6. Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that Agency is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to Agency pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, Agency shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The Agency shall not be liable to the Contractor for disclosure of information required by court order or required by law.
7. Contractor Personnel. The Agency shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the Agency reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the Agency in a timely manner and at no additional cost to the Agency. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
8. 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 bid, 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 bid, 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 bid, had one (1) or more public transactions (federal, state, or local) terminated for cause or default.
9. Disclosure of Confidential Information. In the event that either party to this agreement 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 confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*

10. 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 the 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
11. Errors in Extension. If the unit price and the extension price are at variance, the unit price shall prevail.
12. Failure to Deliver. In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the Agency, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Agency may have.
13. Failure to Enforce. Failure by the Agency at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Agency to enforce any provision at any time in accordance with its terms.
14. Final Payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor shall execute and deliver to the Agency a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State's claims against Contractor under this contract.
15. Force Majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal

to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.

16. HIPAA Compliance. Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
17. Indemnification. To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.
18. 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 Agency, and the Agency shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The Agency 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 Agency shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

19. Integrated Agreement/Merger. This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and 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 State or Contractor on the basis of draftsmanship or preparation hereof.
20. Modification or Renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.
21. No Limitation of Liability. Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.
22. 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 the Agency:	For Contractor:
[Name, Title]	[Name, Title]
[Agency Name]	[Contractor Name]
[Address]	[Address]
[City, State, Zip]	[City, State, Zip]

23. Non-solicitation of Employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.
24. Oral Statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Agency and agreed to by Contractor.

25. Ownership of Documents and Work Papers. Agency shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to Agency upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from Agency and subject to any copyright protections.
26. Priority. The contract consists of this agreement with exhibits, the procurement Invitation for Bids 00000 (hereinafter referred to as IFB and attached as Schedule A), and the response bid dated [date] by [CONTRACTOR NAME] (hereinafter referred to as Bid and attached as Schedule []). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement with exhibits and, if still unresolved, by reference to the IFB and, if still unresolved, by reference to the Bid. Omission of any term or obligation from this agreement or attached Schedules [] or [] shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
27. Quality Control. Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the Agency.
28. Record Retention and Access to Records. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three-year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three-year period, whichever is later.
29. Recovery of Money. Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the Agency, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the Agency. The rights of the Agency are in addition and without prejudice to any other right the Agency may have to claim the amount of any loss or damage suffered by the Agency on account of the acts or omissions of Contractor.

30. Right to Audit. Contractor shall maintain such financial records and other records as may be prescribed by the Agency 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 Agency, 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.
31. Right to Inspect Facility. The State 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 State.
32. Severability. If any part of this agreement is declared to be 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 provisions in compliance with applicable law.
33. 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.
34. 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.
35. 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.
36. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

37. Requirements Contract. During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the Agency shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the Agency for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the Agency is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the Agency may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

Attachment I

Required Federal Procurement Clauses as this Contract is Eligible for Reimbursement from the Federal Emergency Management Agency (Hereinafter "FEMA")

1. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.
 - a. Liquidated Damages. When Contractor is given notice of delay or nonperformance as specified in Paragraph (1) (Default) of the Termination for Default clause of this contract and fails to cure in the time specified, Contractor shall be liable for damages for delay in the amount of \$_____ per calendar day from date set for cure until either the State reasonably obtains similar services if Contractor is terminated for default, or until Contractor provides the services if Contractor is not terminated for default. To the extent that Contractor's delay or nonperformance is excused under Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default clause of this contract, liquidated damages shall not be due the State. Contractor remains liable for damages caused other than by delay.
2. Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. Contract Work Hours and Safety Standards Act.

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required

or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

- c. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

4. Clean Air Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. Federal Water Pollution Control Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Debarment and Suspension.

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. The Bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification in Attachment E. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8. Procurement of Recovered Material. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, 7

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

9. Additional FEMA Requirements.

- a. Change in Scope of Work. The agency 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 agency and 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 agency in writing of this belief. If the agency 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.
 - b. Access to Records.
 - i. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - iii. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
10. DHS Seal, Logo, and Flags. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
11. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
12. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
13. Program Fraud and False or Fraudulent Statements or Related Acts. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Attachment J
Remediation and Emergency Services Contract
Discrepancy Report

Remediation and Emergency Services located at: _____

Date and Time of Service: _____

Report Date: _____

Discrepancy or Problem: (Describe in detail; attach supporting document; include reference to specification requirement; and attach continuation sheet if necessary).

Name: _____ **Signature:** _____ **Date:** _____

Contractor Response as to Cause, Corrective Action, and/or Actions to Prevent Recurrence:
(Cite applicable existing or new Quality Control Program or Procedures; and attach continuation sheet if necessary).

Name: _____ **Signature:** _____ **Date:** _____

Contracting Agency Evaluation and Action: (Partial or full acceptance, rejection, payment deduction, cure notice, show cause, termination, other; attach continuation sheet if necessary).

Name: _____ **Signature:** _____ **Date:** _____

REMEDIATION AND EMERGENCY SERVICES

Contractor/Bidder:

EXHIBIT B4

ADDITIONAL FEES and DISCOUNTS

Item	Description	Discount %	Fee/Charge %
1	Catastrophe Fee; applied to labor only, any size project when applicable, capped range is 0%-5%		
2	Small Tool Charge; applies to general labor only, capped range is 0% to 3%; not applicable on Xactimate estimates		
3	Overhead & Profit, capped range is 0% to 20%		

TOTAL: (Rows A6 - A8)

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GRAND TOTAL (for bid evaluation purposes only; sum of Totals from B1 - B4)

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