

Mississippi Department of Finance and Administration (DFA)
Request for Applications
RFIN #3150005443

Scope of Services

The Department of Finance and Administration (DFA) is responsible for maintaining the Statewide Payroll and Human Resource (SPAHRs) system. SPAHRs is used by all state agencies for their human resource and payroll processing. SPAHRs interfaces with the State's financial system, Mississippi Accountability System for Government Information and Collaboration (MAGIC).

DFA needs technical assistance to ensure that SPAHRs continues to be operational. Pursuant to the State of Mississippi Office of Personal Services Contract Review Rules and Regulations (effective date of 1/18/2020), DFA is seeking applications to fill one (1), full-time, remote, technical contractor worker position to work with DFA's State technical team.

A complete copy of this solicitation and the required application is available under RFIN 3150005443 on the Bid / RFP Notice section at <https://www.dfa.ms.gov/bids-and-rfps-notices> or the Buying and Selling to Government in MS website at https://www.ms.gov/dfa/contract_bid_search using RFIN 3150005443.

Experience Requirements

To be considered, applicants **must** meet the **minimum** requirements listed below:

- 15 Years Experience in design and development using Natural and Natural Construct programming language.
- 15 Years Experience using the Adaptable DataBase System (ADABASE) for database management.
- 15 Years Experience using PREDICT software.
- 15 Years Experience using Job Control Language (JCL) and File Transfer Protocol (FTP) processing thru JCL.
- 15 Years Experience programming in a public sector environment.
- 10 Years Experience with the Statewide Payroll and Human Resource (SPAHRs) functional and technical design specifications.
- 10 Years Experience with configuration and implementing changes in the Statewide Payroll and Human Resource (SPAHRs) system.

Applicants that do not meet the minimum experience requirements will be removed from consideration.

Each proposed contract worker must complete the application provided on page 9 of this document. **Alternative applications will not be accepted.** Applicants are responsible for reading and following all guidelines as outlined in this document.

DFA reserves the right to not award the position/contract.
DFA is an Equal Opportunity Employer.

All applicants must acknowledge they have read this document in its entirety by signing and dating where noted. A copy of the completed document must be submitted with the completed application.

RFx Number: 3150005443

Solicitation Documents:

A copy of the solicitation document and required application can be found:

1. Under RFIN 3150005443 on the Bid / RFP Notice section at <https://www.dfa.ms.gov/bids-and-rfps-notice> or;
2. The Buying and Selling to Government in MS website at [https://www.ms.gov/dfa/contract bid search](https://www.ms.gov/dfa/contract_bid_search) using RFIN 3150005443.

Submission Requirements and Deadline:

A completed and signed copy of the submission requirements and application must be submitted by:

Thursday, February 29, 2024, at 2:00 PM Central Standard Time (CST)

Documents may be submitted by mail in a sealed envelope or electronically:

1. Mailing them in a sealed envelope to:
MS Dept. of Finance & Admin. / Office
of Procurement & Contracts
501 North West Street; Suite 1301B
Jackson, Mississippi 39201
BID #3150005443 MUST BE CLEARLY MARKED ON THE ENVELOPE
2. Submitting it electronically in the Mississippi Accountability System for Government Information and Collaboration (MAGIC). MAGIC assistance is available at 601-359-1343.

It is the responsibility of each applicant to ensure that their application is received by the submission deadline. Applications submitted after the deadline will not be accepted and/or considered.

Term and Rate of Awarded Contract:

The term of the contract will be for twelve months from the date of execution. DFA reserves the right to renew the contract for four (4) subsequent twelve-month periods at the same terms and rate.

The fully loaded hourly rate is \$55.00. This rate is non-negotiable.

Type of Contract to be Awarded:

If awarded, the contract worker will be required to enter into a *Contract Worker* contract with the Mississippi Department of Finance & Administration.

Protest Procedures:

There are no protest procedures for this contract worker position.

Post-Award Vendor Debriefing Procedures:

There are no debriefing procedures for this contract worker position.

Insurance and Bond Requirements:

There are no insurance or bond requirements for this contract worker position.

Pre-Bid Conferences:

There will be no pre-bid conference for this contract worker position.

Questions and Answers:

There will be no question and answer period for this solicitation.

Letters of Procurement Intent:

A letter of procurement intent is not required.

Other Relevant Information:

There is no other relevant information.

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.

Approval:

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

Availability of Funds:

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

Compliance with Laws:

Contractor understands that the DFA 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.

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>.

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.

Stop Work Order:

(1) Order to Stop Work: The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:

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

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

(3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

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

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.

Transparency:

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code

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

E-Verification:

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following: (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public; (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year or, both. (3) In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

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 acknowledgment must be received by the DFA by the time and at the place specified for receipt of bids.

Certification of Independent Price Determination:

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

Applicant must sign and date below to indicate that they have read and agree to the items above.

x _____ x _____
Signature of Applicant Date

Applicant must sign and check the appropriate options in each section below.

Prospective Contractor's Representation Regarding Contingent Fees

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

Applicant must check one of the following:

_____ Applicant has not retained a person or agency.

_____ Applicant has retained a person or agency.

x _____ x _____
Signature of Applicant Date

Representation Regarding Contingent Fees:

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

Applicant must check one of the following:

_____ Applicant has not retained a person.

_____ Applicant has retained a person.

X _____ X _____
Signature of Applicant Date

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.

Applicant must check one of the following:

_____ Applicant has not violated.

_____ Applicant has violated.

X _____ X _____
Signature of Applicant Date

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION (DFA)
APPLICATION FOR TECHNICAL CONTRACT WORKER

INSTRUCTIONS: Complete and submit the application as outlined in the RFA.

The application declaration page must be signed and included in your submitted application.

Type or print in black ink.

Personal Information					
First Name:					
Last Name:					
Street Address:					
City:		State:		Zip:	
Email Address:					
Phone Number:					

WORK HISTORY Using the following pages, include a detailed description of your employment history. Start with your most recent employer. If additional pages are needed, please print or make a copy of a blank page and include it in your application submission.

Employer 1	
Employer:	
Position:	
Start Date:	
End Date:	
Employer Address:	
Supervisor Name, Title, and Phone Number:	
May We Contact This Employer? (Yes or No)	
Detailed Description of Duties (must include reference to the position requirements as outlined on page 1 of RFIN document):	

Employer 2	
Employer:	
Position:	
Start Date:	
End Date:	
Employer Address:	
Supervisor Name, Title, and Phone Number:	
May We Contact This Employer? (Yes or No)	
Detailed Description of Duties (must include reference to the position requirements as outlined on page 1 of RFIN document):	

Employer 3	
Employer:	
Position:	
Start Date:	
End Date:	
Employer Address:	
Supervisor Name, Title, and Phone Number:	
May We Contact This Employer? (Yes or No)	
Detailed Description of Duties (must include reference to the position requirements as outlined on page 1 of RFIN document):	

**MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION (DFA)
APPLICATION FOR TECHNICAL CONTRACT WORKER**

APPLICATION DECLARATIONS

By signing this application, I certify that all statements made herein are true and complete to the best of my knowledge. I authorize the verification of this information by the Mississippi Department of Finance and Administration. I know that any misrepresentation herein may lead to rejection of my application. I understand that, as a consideration of employment, I will be required to present documentation which verifies both my identity and my employment eligibility pursuant to federal immigration law.

x _____	x _____
Signature of Applicant	Date

The Mississippi Department of Finance and Administration (DFA) is an Equal Opportunity Employer.



STATE OF MISSISSIPPI
GOVERNOR TATE REEVES

DEPARTMENT OF FINANCE AND ADMINISTRATION

LIZ WELCH
EXECUTIVE DIRECTOR

AGREEMENT OF CONTRACT WORKER

1. This agreement is entered into as of July 1, 2024 and between the Department of Finance and Administration hereinafter referred to as "DFA" and «FIRST_NAME» «LAST_NAME» hereinafter referred to as the "Contractor".
2. The DFA desires to engage the Contractor to render certain services for the Department of Finance and Administration, including, but not limited to, those outlined in the Scope Statement below:

Scope Statement:	The Department of Finance and Administration (DFA) is responsible for maintaining the Statewide Payroll and Human Resource System (SPAHRs). SPAHRs is used by all state agencies for their human resource and payroll processing. DFA requires technical assistance to ensure that SPAHRs continues to be operational. SPAHRs was created and customized to meet the State's specific payroll and human resource processes and requirements; therefore, the skillset needed (as specified in RFIN #3150005443) to ensure the system is operational is unique of most technical positions. To ensure that the State employee payroll is completed correctly and on time, it is critical that DFA has the necessary resources. The contract worker will work with DFA's State technical team to perform the services needed to ensure the system remains operational at a fully-loaded, pre-determined, rate of \$55 per hour.
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3. Contractor shall receive as compensation for the described services «HOURLY_RATE» per hour for no more than «MAX_HOURS» hours and for a

total of no more «GROSS» plus «FICA_» for FICA/Medicare plus «PERS_Match» for PERS employer match for PERS retirees will be made on behalf of the Contractor. The Contractor shall be reimbursed for travel not to exceed «TRAVEL», if applicable. Travel is subject to approval of the Office Director and must comply with State of Mississippi travel guidelines. Total fees for this contract, inclusive of travel, if applicable, shall not be in excess of «TOTAL_COST». In no instance will payment be made above and beyond the contracted amount stated in this paragraph. The DFA shall not be liable for compensation to the Contractor for absences during office working hours.

4. If the Contractor is a retiree from the Public Employees Retirement System (PERS), he/she verifies, that he/she is in compliance with Regulation 34 of PERS which states: (a) that in no event shall the Contractor work more than 1040 hours which are defined as 50% of the annual available work hours for State employees or receive more than 50 percent of the salary in effect for the applicable position; or (b) he/she verifies that he/she has elected to earn an annual salary that will not exceed 25 percent of the final average compensation used in calculating [his/her] service retirement allowance.
5. The DFA has the right to reject, at any time during the contract period, any work not meeting the terms of this contract. Should the DFA reject any work, the DFA's authorized representative shall notify Contractor in writing of such rejection giving reasons therefore. The right to reject any work shall extend throughout the terms of the contract.
6. The contract period shall commence on July 1, 2024 and expire on June 30, 2025, and includes four (4) optional one (1) year renewals.
7. Contractor shall submit a weekly timesheet each Friday before the close of business that shall serve as an invoice for that week's work. A copy of the timesheet is attached as Exhibit A to this Agreement. Payments will be reimbursements for services performed. Payment will be made on a bi-weekly delayed basis. All payments shall be made by direct deposit to the bank account of the Contractor's choice unless otherwise documented by the Office of Human Resources.
8. The Executive Director or a duly authorized representative is empowered to accept and approve, or reject the services furnished by Contractor in compliance with the provisions of this contract.
9. If, through any cause, Contractor shall fail to fulfill in a timely and proper manner, as determined by the Executive Director or duly authorized representative, their obligations under this contract, or should violate any of the covenants, agreements, or stipulations of this contract, the Executive Director or duly authorized representative shall thereupon have the right to terminate this contract by giving

written notice to Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In that event, all finished and unfinished work by Contractor becomes the DFA's property, and Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

10. The DFA may terminate this contract at any time, for any reason other than those reasons contained in paragraph 9 above, by giving written notice to Contractor of such termination at least five days before the effective date of such termination. In that event, all work described in paragraph 9 above shall become the DFA's property. If the contract is terminated by the Executive Director or designee as provided herein, Contractor will be paid in accordance with paragraph 3 above.
11. The Executive Director or designee, may, from time to time, request changes in the scope of services of Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation which are mutually agreed upon by and between the Executive Director or duly authorized representative and the Contractor shall be included by written amendment(s) to this contract.
12. **Work Made For Hire:** Contractor and DFA agree that the materials produced and/or delivered by the Contractor under this Contract (the "Work") are to be a "work made for hire" under U.S. copyright laws and that the DFA owns all right, title, and interest in the Work including the copyright and all trademark, patent, and intellectual property rights. If for any reason the Work would not be considered a work made for hire, the Contractor transfers and assigns to the DFA the entire right, title, and interest in the Work including the copyright and all trademark, patent, and intellectual property rights. The Contractor agrees to perform all acts necessary to secure for the DFA the rights herein assigned.

The Contractor shall obtain all right, title, and interest from any party who may provide input or material to any portion of the Work so that all intellectual property rights in and to the Work shall belong to the DFA.

Contractor shall warrant that it has the full right, power, and authority to enter into this Contract and to grant the rights granted herein, that it has not previously licensed the Work in whole or in part to any third party, and that use of the Work in whole or in part will not violate any right or any kind whatsoever of any third party. Contractor agrees to indemnify and hold harmless the DFA, its successors and assignees and the State of Mississippi, its agencies, boards and commissions from and against any and all claims arising out of any breach of any representation or warranty made by the Contractor herein.

13. **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.

14. **Approval** It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review, and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
15. **Availability of Funds** It is expressly understood and agreed that the obligation of the DFA 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 DFA, the DFA shall have the right upon ten (10) working days written notice to the Contractor, to terminate this Agreement without damage, penalty, cost or expenses to the DFA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
16. **Compliance with Laws** Contractor understands that the DFA 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.
17. **Representation Regarding Contingent Fees** Contractor represents that it has not retained a person to solicit or secure a DFA contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's bid or proposal.
18. **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.

19. **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 <https://www.dfa.ms.gov>.

20. **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.

21. **Stop Work Order**

(1) *Order to stop work.* The Chief Procurement Officer, may by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:

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

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

- a. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
- b. Contractor asserts a claim for such an adjustment within 30 days after the

end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

- (3) *Termination of Stopped Work.* If a stop work order is not cancelled 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.

22. **E-Payment** Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The DFA 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 DFA within forty-five (45) days of receipt of the invoice. Mississippi Code Annotated § 31-7-301 *et seq.*

23. **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 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 which may subject Contractor to the following:

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

24. **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 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.

25. The following person has been empowered to act as the duly authorized representative for this contract:

«DEPUTY_DIRECTOR_» Mississippi Department of Finance
and Administration
Post Office Box 267
Jackson, MS 39201

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the date shown below:

Signed: _____
«FIRST_NAME» «LAST_NAME»

Date: _____

Signed: _____
«DFA_Authorized_Contract_Signor»
«Signor_Title»
Mississippi Department of Finance and
Administration
Date: _____