

MISSISSIPPI STATE OIL AND GAS BOARD

REQUEST FOR QUALIFICATIONS TO PROVIDE PROJECT MANAGEMENT, CONSULTING AND PROGRAMMATIC SUPPORT SERVICES

RFx No. 3160006157

Issue Date: October 2, 2023

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SECTION 1. INTRODUCTION AND OVERVIEW

1.1 Purpose and Goals

The State Oil and Gas Board of Mississippi (MSOGB) issues this Request for Qualifications (RFQ) to solicit Statements of Qualifications (SOQ) from qualified, experienced, responsible, and financially sound Offerors to provide professional project management, consulting and programmatic support services with respect to programs implemented and managed by MSOGB. Qualified Offerors should have prior experience with project management, regulatory and oil and gas industry experience. Qualified Offerors must possess previous experience with such activities on a similar scale of complexity as detailed within the Scope of Services provided below. Prior experience working with state and federally funded programs is preferred. The selected Offeror(s) will assist MSOGB by providing such services as requested for which the Offeror has the capacity to render. The Scope of Services provided below may be funded by the Bipartisan Infrastructure Law Section 40601 Orphaned Well Program (“BIL”) or other Federal or State funds and will require adherence to the applicable conditions for each. It is the Offeror’s responsibility to be familiar with the terms and provisions of the BIL, to include all parts and subparts and other related laws and acts pertinent thereto.

Offerors must have the proven ability to perform all services requested in this RFQ. A more detailed list of services is contained in ***Section 4 - Scope of Services***. MSOGB seeks to enter into a contract for these services on an as needed basis when funding is available, as determined by MSOGB.

The awarded contract(s) will be for four (4) years with one (1) optional renewal term, which may be exercised upon written agreement of the MSOGB and the awarded Offeror. Compensation for services will be in the form of an Indefinite Quantity agreement. A draft copy of the contract has been included as Appendix C for your review.

This RFQ and any resulting contract(s) shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board (PPRB) Office of Personal Service Contract Review Rules and Regulations (OPSCR), a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://dfa.ms.gov/>.

A copy of this RFQ, including all appendices and attachments, and any subsequent amendments, including the Question and Answer amendment, if issued, will be posted on the MSOGB website at <http://www.ogb.state.ms.us> under the “Bid and RFQ Notices” section. It is the responsibility of all interested Offerors to monitor the website for updates regarding this procurement.

Before the award of any contract, an Offeror may be required to document to MSOGB that it has the necessary capabilities to provide the core services specified in this RFQ. The Offeror may also be required to provide evidence of additional related project experience detail in order to satisfy MSOGB that the Offeror is qualified. MSOGB may make reasonable investigations, as it

deems necessary and proper, to determine the ability of the Offeror to perform the work, and the Offeror shall be required to furnish to MSOGB all information that may be requested for this purpose. MSOGB reserves the right to reject any SOQ if the Offeror fails to provide the requested information in a timely manner and/or fails to satisfy MSOGB that the Offeror is properly qualified to carry out the obligations of the contract and to complete the work described in this RFQ.

1.2 Statement of Qualifications Submission Requirements

The SOQ shall be signed and submitted in a three-ring binder along with two (2) identical copies with section components clearly tabbed as follows:

- a. SOQ Cover Sheet/Transmittal Letter (Appendix A)
- b. **Section 2** – Introduction/Signed SOQ Cover Letter
- c. **Section 3** – Minimum Qualifications Confirmation
- d. **Section 4** – Scope of Services Confirmation
- e. **Section 5** – References (Appendix B)
- f. **Section 6** – Management Proposal
- g. **Section 7** – Cost Proposal
- h. **Section 8** – Signed Statement of Compliance
- i. **Section 9** – Signed Acknowledgement of RFQ Amendments (if any)
- j. **Section 10** – Résumés for Key Staff

Each page of the SOQ must be numbered. Multiple page attachments and samples should be numbered internally within each document, and not necessarily numbered in the overall page number sequence of the entire SOQ. The intent of this requirement is that the Offeror submit all information in a manner so that it is clearly referenced and easily located.

The original and two (2) copies of the SOQ, three (3) total, along with one (1) digital copy in PDF format on a USB flash drive shall be signed and submitted in a sealed envelope or package to the State Oil and Gas Board of Mississippi, Attn: Dianne Rayfield, Deputy Administrator, 500 Greymont Avenue, Suite E, Jackson, Mississippi 39202, no later than the time and date specified for receipt of Statements of Qualifications. Timely submission is the responsibility of the Offeror. Statements of Qualifications received after the specified time shall be rejected and returned unopened to the Offeror. The envelope or package shall be marked with the RFQ opening date and time, and the RFQ number (RFx No. 3160006157). The time and date of receipt shall be indicated on the envelope or package by MSOGB. Each page of the SOQ and all attachments shall be identified with the name of the Offeror.

Modifications or additions to any portion of the RFQ may be cause for rejection of the SOQ. MSOGB reserves the right to decide, on a case-by-case basis, whether to reject a SOQ with modifications or additions as non-responsive. As a precondition to SOQ acceptance, MSOGB may request the Offeror to withdraw or modify those portions of the SOQ deemed nonresponsive that do not affect quality, quantity, price, or delivery of the service. The RFQ issued by MSOGB is the official version and will supersede any conflicting RFQ language subsequently submitted in proposals.

Offeror's SOQ shall be limited to no more than sixty (60) typed pages duplexed including content pages and supporting appendices. Appendices "A" and "B" and Offeror personnel's résumés will not be counted towards the sixty (60) page limit of the SOQ. Any information contained on pages that exceed the page limit will not be evaluated. Paper size shall be 8-1/2" x 11". Text shall not be smaller than a font of 12. Offerors shall submit the signed original and two (2) true and complete copies of the original SOQ, along with one (1) digital copy of the SOQ in PDF format on a USB flash drive, in a sealed envelope or package to MSOGB on or before the date and time specified. The original must be signed by an authorized representative of the respondent.

All documentation submitted in response to this RFQ and any subsequent requests for information pertaining to this RFQ shall become the property of MSOGB and will not be returned to the Offeror. All information requested is considered important. Failure to provide all requested information and in the required format may result in disqualification of the SOQ. MSOGB has no obligation to locate or acknowledge any information in the SOQ that is not presented under the appropriate outline and in the proper location according to the instructions herein. Statements of Qualifications must be submitted in writing using the attached forms and submitted by mail or delivery to the following address:

**State Oil and Gas Board of Mississippi
Attn: Dianne Rayfield, Deputy Administrator I
500 Greymont Avenue, Suite E
Jackson, Mississippi 39202**

To prevent opening by unauthorized individuals, the SOQ, including any and all attachments, must be sealed in one package. The outside cover of the package containing the sealed SOQ shall be labeled:

**Statement of Qualifications – DO NOT OPEN
Project Management, Consulting and Programmatic Support Services RFQ
RFx No. 3160006157**

1.2.1 Statement of Qualifications Acceptance Period

Statements of Qualifications shall be submitted to MSOGB no later than 2:00 PM Central Standard Time (CST), November 10, 2023. Timely submission of the SOQ is the responsibility of the Offeror. Any SOQ received after the deadline will be considered late and will be rejected and will not be considered for award unless it is the only SOQ received. The Offeror shall be notified as soon as practicable if their SOQ was rejected and the reason for such rejection.

It is suggested that if a SOQ is mailed to MSOGB, it should be posted in certified mail with a return receipt requested. A SOQ received at the place designated in the solicitation after the exact time specified for receipt shall not be considered unless it determined by MSOGB that the late receipt was due solely to mishandling by MSOGB after receipt at the specified address.

MSOGB will not be responsible for mail delays or lost mail.

1.3 Important Dates

October 2, 2023	Request for Qualifications (RFQ) Issue Date
October 13, 2023 at 2:00 p.m.	Questions to MSOGB deadline
October 20, 2023	Anticipated Response of Answers to Questions
November 10, 2023 at 2:00 p.m.	SOQ Package Submission Deadline
November 10, 2023 at 2:00 p.m.	SOQ Package Opening
November 27, 2023	Anticipated Notice of Intent to Award
November 29, 2023	Anticipated Post-Award Debriefing Request Date
December 1, 2023	Post-Award Debriefing Held by Date
December 4, 2023	Protest Deadline Date

NOTE: Adjustments to the schedule may be made as deemed necessary by MSOGB.

1.4 Questions and Answers

Offerors should download the “Question and Answer” template from MSOGB website at <https://www.ogb.state.ms.us> under the “Procurement Opportunities” section. Questions must be submitted on the referenced template and should be submitted via email to Dianne Rayfield, Deputy Administrator, at drayfield@ogb.state.ms.us with a subject line: “Questions – Project Management, Consulting and Programmatic Support Services RFQ (RFx No. 3160006157)”. Questions must be received no later than 2:00 PM CST, on October 13, 2023, to ensure a response by MSOGB. Responses to questions will be posted on the MSOGB website at <https://www.ogb.state.ms.us> under the “Procurement Opportunities” section as an amendment to the RFQ on October 20, 2023. Questions received after October 20, 2023 may be considered for response, although there is no guarantee as to if or when a response will be provided.

It is the Offeror's sole responsibility to regularly monitor the MSOGB website for amendments and/or announcements concerning this RFQ.

1.5 Acknowledgment of Amendments

MSOGB reserves the right to amend this RFQ at any time. Should an amendment to the RFQ be issued, it will be posted on the MSOGB website at <http://www.ogb.state.ms.us> under "Procurement Opportunities". Offerors must acknowledge receipt of any amendment to the RFQ by signing and returning the amendment. The acknowledgment must be included in the SOQ submission. Please monitor the website for amendments to the RFQ. MSOGB responses to questions will be treated as amendments to the RFQ and will require acknowledgment.

1.6 Cost of SOQ Preparation

All costs incurred by the Offeror in preparing and delivering its proposal, making presentations, and any subsequent time and travel to meet with MSOGB regarding its proposal shall be borne exclusively at the Offeror's expense.

1.7 Right to Reject, Cancel and/or Issue Another RFQ

MSOGB specifically reserves the right to reject any or all SOQs received in response to the RFQ, cancel the RFQ in its entirety, or issue another RFQ.

1.8 Registration with Mississippi Secretary of State

By submitting a SOQ, the Offeror certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by MSOGB that it has been awarded a contract.

1.9 Debarment

By submitting a SOQ, the Offeror certifies that it is not currently debarred from submitting statements of qualifications 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 SOQ for contracts issued by any political subdivision or agency of the State of Mississippi.

1.10 Statement of Compliance Requirement

Please carefully review the information located in *Section 8 – Statement of Compliance* and include a copy **signed by an officer, principal, or owner** of your company with your completed proposal. Failure to submit a signed Statement of Compliance may result in your proposal being eliminated from further consideration. If you object to any of the terms and conditions included

in the Project Management, Consulting and Programmatic Support Services Draft Contract (see Appendix C), or any requirements listed in this RFQ, please note, and explain your objections on the Statement of Compliance.

1.11 State Approval

It is understood that any contract executed pursuant to this RFQ shall require approval by the PPRB. If said contract is not approved, it is void and no payment shall be made hereunder. Every effort shall be made by MSOGB to facilitate rapid approval and a start date consistent with the proposed schedule.

SECTION 2. PROCUREMENT METHODOLOGY

2.1 Restrictions on Communications with MSOGB Staff

At no time shall any Offeror or its personnel contact, or attempt to contact, any other MSOGB staff with matters pertaining to this RFQ. All correspondence should be directed to Dianne Rayfield, Deputy Administrator, via email at drayfield@ogb.state.ms.us. **Should it be determined that any Offeror has attempted to communicate or has communicated with any MSOGB employee outside of the Deputy Administrator regarding this RFQ, MSOGB, at its discretion, may disqualify the Offeror from submitting a proposal in response to this RFQ.**

2.2 Acceptance of Statement of Qualifications

After receipt of the SOQ, MSOGB reserves the right to award a contract based on the terms, conditions, and premises of the RFQ and the SOQ of the selected company without negotiation.

All SOQs properly submitted shall be accepted for review by MSOGB. After review, MSOGB may request necessary amendments from all Offerors, reject any or all SOQs received, or cancel this RFQ, according to the best interest of MSOGB and the State of Mississippi.

MSOGB also reserves the right to waive minor irregularities in a SOQ provided such action is in the best interest of MSOGB and the State of Mississippi. A minor irregularity is defined as a variation of the RFQ which does not affect the price of the proposal or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of MSOGB. Where MSOGB may waive minor irregularities as determined by MSOGB, such waiver shall in no way modify the RFQ requirements or excuse the Offeror from full compliance with the RFQ specifications and other contract requirements should the Offeror be awarded the contract.

MSOGB reserves the right to exclude any and all non-responsive SOQs from any consideration for contract award.

2.3 Disposition of SOQ

The SOQ submitted by the successful Offeror shall be incorporated into and become part of the resulting contract. All SOQs received by MSOGB shall upon receipt become and remain the property of MSOGB. MSOGB shall have the right to use all concepts contained in any SOQ and this right shall not affect the solicitation or rejection of the SOQ.

2.4 Modification or Withdrawal of a SOQ

Prior to the SOQ due date, a submitted SOQ may be withdrawn by submitting a written request for its withdrawal to MSOGB, signed by the Offeror.

An Offeror may submit an amended SOQ before the due date for receipt of SOQs. Such amended SOQs shall be a complete replacement for a previously submitted SOQ and shall be clearly identified as such. MSOGB shall not merge, collate, or assemble SOQ materials.

Unless requested by MSOGB, no other amendments, revisions, or alterations to SOQ shall be accepted after the SOQ due date.

Any submitted SOQ shall remain a valid SOQ for one hundred eighty (180) calendar days from the proposal due date.

2.5 Rejection of Statement of Qualifications

A SOQ that includes terms and conditions that do not conform to the terms and conditions specified within this RFQ document is subject to rejection as non-responsive. Further, submission of a SOQ that is not complete and/or is unsigned is subject to rejection as nonresponsive. MSOGB staff reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its SOQ response prior to a determination by MSOGB staff of non-responsiveness based on the submission of nonconforming terms and conditions. Any SOQ which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and will be rejected.

2.6 Alternate Statement of Qualifications

Each Offeror, its subsidiaries, affiliates, or related entities shall be limited to one (1) proposal which is responsive to the requirements of this RFQ. Failure to submit a responsive proposal may result in the rejection of the Offeror's proposal. Submission of more than one (1) proposal by an Offeror may, at the discretion of MSOGB, result in the summary rejection of all proposals submitted. An Offeror's proposal shall not include variable or multiple pricing options.

2.7 Corrections and Clarifications

MSOGB reserves the right to request clarifications or corrections to SOQs. Any SOQ received which does not meet any of the requirements of this RFQ, including clarification or correction requests, may be considered non-responsive and eliminated from further consideration.

2.8 Statements of Qualifications Evaluation

Written SOQs shall contain the following minimum information:

- (1) The name of the Offeror, the location of the Offeror's principal place of business and, if different, the place of performance of the proposed contract;
- (2) The age of the Offeror's business and the number of years Offeror has been in the business of performing the services called for in this RFQ;

- (3) The qualifications, including licenses, certifications, education, skills, and experience of all key personnel who would be assigned to provide the required services;
- (4) A listing of other contracts under which services similar in scope, size, or discipline to the required services performed or undertaken within the past two (2) years; and

Offeror must submit SOQ which conforms in all material respect to this Request for Qualifications, RFx No. 3160006157, as determined by MSOGB.

Offeror must have the capacity in all aspects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance, as determined by MSOGB.

All SOQ received in response to this RFQ by the stated deadline will receive a comprehensive, fair, and impartial evaluation. The SOQ evaluation process, including evaluation factors and weights, is described below:

Evaluation Factors

- I. **Technical Factors – 30%**
 - a. Is the Offeror's SOQ complete and responsive to the specific RFQ requirements? **20%**
 - b. Does the Offeror's SOQ demonstrate a clear understanding of the scope of work and related objectives? **10%**
- II. **Cost Factors – 40%**
 - a. How does the Offeror's price compare to other Offeror's price proposals? **35%**
 - b. Is Offeror's price and its component charges, fees, etc. adequately explained and documented? **5%**
- III. **Management Factors – 30%**
 - a. Does the Offeror document a record of reliability of timely delivery and on-time and on-budget implementation? **10%**
 - b. Does the Offeror document industry or program experience? **10%**
 - c. Does the Offeror document experience in performing similar work by employees and when appropriate, sub-contractors? **10%**

2.9 Right of Negotiation

Discussions and negotiations regarding price and other matters may be conducted with an Offeror who submits a proposal determined to have reasonable likelihood of being selected for award, but a SOQ may be accepted without such discussions. MSOGB reserves the right to further clarify and/or negotiate with the Offeror following completion of the evaluation of SOQs but prior to contract execution, if deemed necessary by MSOGB. The MSOGB also reserves the right to move to the next best Offeror if negotiations do not lead to an executed contract with the best Offeror. MSOGB reserves the right to further clarify and/or negotiate with the Offeror on any matter submitted.

2.10 Post Award Debriefing

An Offeror, 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 Executive Director of MSOGB 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 an Offeror prefers to have legal representation present, the Offeror shall notify the Executive Director of MSOGB in writing and identify its attorney by name, address, and telephone number. MSOGB shall be allowed to 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.

2.11 Protest of Solicitation or Award

Any actual or prospective Offeror or Offerors who are aggrieved in connection with the solicitation or outcome of the RFQ may file a protest with Dianne Rayfield, Deputy Administrator. The protest shall be submitted in writing within seven (7) calendar days of the Notice of Intent to Award or within seven (7) calendar days of the solicitation posting if the protest is based on the solicitation.

A protest is considered filed when received by Dianne Rayfield, Deputy Administrator, via either U.S. mail, postage prepaid, or personal delivery. Protests filed after the seven (7) day period shall not be considered.

2.11.1 Content of Protest

To expedite handling of protests, the envelope should be labeled "Protest". The written protest shall include as a minimum the following:

1. The name and address of the protestor.
2. Appropriate identification of the procurement and if a contract has been awarded, its number.

3. A statement of reasons for the protest.
4. Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

2.11.2 Protest Decision

If the protest is not resolved by mutual agreement, the Executive Director of the MSOGB shall promptly issue a decision in writing. The decision shall: (a) state the reasons for the action taken; and (b) inform the protestor of the right to administrative review. A copy of the decision shall be mailed or otherwise furnished in writing immediately to the protestor and any other interested party.

A decision shall be final and conclusive, unless fraudulent, or any person adversely affected by the decision appeals administratively to the PPRB.

2.11.3 Stay of Solicitation or Award

In the event of a timely protest, the agency shall not proceed further with the solicitation or with the award of the contract until the PPRB approves the determination that continuation of the solicitation or award of the contract without delay is necessary to protect substantial interests of the State.

2.11.4 Right to Appeal

Any person adversely affected by the protest decision of the Executive Director of the MSOGB may appeal administratively to the PPRB.

For an appeal under this section, the aggrieved person shall file an appeal within seven (7) calendar days of receipt of a Protest Decision.

SECTION 3. MINIMUM QUALIFICATIONS

The following minimum qualifications and legal responsibilities are mandatory. Please respond by restating each requirement, including the number, listed below with documentation that proves specifically how your company meets the qualifications. Please include in your responses the total number of years and types of experience of your company. If, in the opinion of the MSOGB, the Offeror fails to prove that the proposing company meets any of these minimum qualifications, the SOQ will be disqualified from further evaluation. If this happens, the Offeror will be notified of the decision and will have an opportunity to provide additional information to prove the company does meet the minimum qualifications. It is incumbent upon the disqualified Offeror to respond timely and completely to any such notice as unreasonable delays and/or non-responsive submissions may result in the disqualification being upheld without further review.

1. The SOQ shall include a narrative demonstrating that the Offeror has at least five (5) years' experience as an organization providing professional project management, consulting and support services for a government entity and/or organization that is similar in size and/or scope to the MSOGB. Said project management services should be relative to environmental regulatory projects with specific emphasis on programs and projects pertaining to the oil and gas industry.
2. The SOQ shall include a narrative demonstrating that the Offeror has prior experience with the oil and gas provisions of the Bipartisan Infrastructure Law Section 40601 Orphan Well Program ("BIL") or other State and Federal grant programs of a similar size and scope.
3. The SOQ shall include a narrative demonstrating that the Offeror is a member of the American Institute of Certified Public Accountants (AICPA).
4. The SOQ shall include a narrative demonstrating that the Offeror is able to provide a professional opinion if required (e.g. Independent Public Accountant (IPA)).
5. The SOQ shall include a narrative demonstrating that the Offeror is able to provide resources holding applicable professional certifications (e.g. Certified Public Accountant, Certified Internal Auditor, Project Management Professional, Senior Certified Professional, Juris Doctor, etc.).
6. The SOQ shall include a narrative demonstrating that the Offeror has the ability, capacity, skill, and financial resources to perform the work detailed within the Scope of Services.
7. The SOQ shall include a narrative demonstrating that the Offeror has the ability to perform the work detailed within the Scope of Services promptly and within the time specified, without delay or interference and document a record of reliable and timely delivery and on-budget implementation.

8. The SOQ shall include written documentation demonstrating that the Offeror is able to provide secure web-based communication and management tools as well as secure online file sharing and collaboration tools in order to coordinate with MSOGB's resources.
9. The SOQ shall include written documentation demonstrating that the Offeror is able to provide project management services (i.e., defined project management processes and tools) including status reporting, communication management, scope management, time management, and cost management.
10. The SOQ shall include the résumés of key personnel who would be assigned to provide the required services, including, but not limited to, their respective backgrounds, experience, project responsibilities, licenses, certifications, education and skills. This information will not be counted towards the sixty (60) page limit of the SOQ.
11. The SOQ shall include Offeror's key personnel rates (hourly or otherwise). All negotiated compensation rates must remain fixed for the life of the contract.
12. The SOQ shall include the name of any company or individual anticipated to be used as a subcontractor on this project, as well as that subcontractor's duties on the project. Indicate the level of effort anticipated for subcontractors, if any. If subcontractors have not yet been identified but Offeror has certain duties that it anticipates subcontracting, Offeror shall delineate that scope of work to be subcontracted.
13. The Offeror must be qualified to do business in the State of Mississippi.
14. The Offeror represents that it shall maintain, at its own expense, comprehensive general liability insurance which shall protect bodily injury, death, property damage, including personal injury liability, contractual and other standard coverage contained in comprehensive general liability insurance, in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, with the State of Mississippi added as an additional insured. Insurance carrier must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
15. The Offeror represents that it shall maintain, at its own expense professional liability insurance which shall protect against damages caused by an error, omission or any negligent acts related to the services to be provided pursuant to the contract, in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, with the State of Mississippi added as an additional insured. Insurance carrier must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

16. The Offeror represents that it shall maintain, at its own expense, auto liability insurance in the amount of not less than One Million Dollars (\$1,000,000.00) Combined Single Limit to protect it from any and all claims arising from the use of the following: (1) Contractor's own automobiles and trucks; (2) hired and non-owned automobiles and trucks; and (3) automobiles and trucks owned by Contractors. The State of Mississippi shall be added as an additional insured and Offeror's insurance carrier must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
17. The Offeror represents that it shall, at its own expense, maintain workers' compensation insurance which shall fully comply with the Mississippi Workers' Compensation Law.
18. All Certificates of Insurance shall be included in the proposal submission.
19. The Offeror shall confirm that in the event of a contract award, a Performance Bond will be supplied to the MSOGB. The initial Performance Bond shall be in the amount of the four (4) year contract term and shall be increased in accordance with the optional renewal year price if utilized.

SECTION 4. SCOPE OF SERVICES

This section contains information on the legal responsibilities, services, and procedures the Offeror must provide, or adhere to provide the services to MSOGB, either directly or through identified subcontractors.

Please respond to ***Section 4 – Scope of Services*** by restating each service listed and confirm your intention to provide the service as described by responding, “Confirmed”. If your company can provide the service, but not exactly as described, respond, “Confirmed, but with exceptions”, and state the specific exceptions. If your company intends to provide a listed service through a subcontractor, respond, “Confirmed, service will be provided through subcontractor”, and name the subcontractor. If your company is currently unable to provide a listed service, respond by stating, “Unable to provide this service”. Any additional details regarding these services should be provided in your responses to the questionnaire, or as additional information included as an appendix to your proposal.

4.1 Scope of Services/Work Plan

MSOGB will make award to the selected Offeror(s) whose SOQ conforms to this solicitation and is most advantageous to MSOGB based on the Scope of Services provided below. The Scope of Services or work plan shall consist of the following:

A. Project Management Experience and Past Performance

Demonstrated experience and success of Offeror and its key personnel in conducting project management similar in scope to the following:

- Assist in the administration of certain agency programs including, but not limited to, the orphan well plugging program and the Class VI program, among others.
- Assist in developing and monitoring projects, and determining and assuring that agency partners are in compliance with all applicable federal, state, and local requirements, rules and regulations.
- Assist in locating, identifying, characterizing and ranking undocumented orphaned wells and well sites within the State of Mississippi.
- Assist with the ranking of orphaned wells based on factors including public health and safety, potential environmental harm, and other land use priorities.
- Assist with identifying and addressing any disproportionate burden of adverse human health or environmental effects of orphaned wells on disadvantaged

communities, including communities of color, low-income communities, and Tribal and indigenous communities.

- Provide quality reporting complete with documentation compliant with current reporting requirements and actively monitor State and Federal reporting requirements to provide support with respect to developing practices and reporting guidance pertaining to State and Federal programs.
- Provide assistance with respect to disbursements, monitoring and financial oversight functions.
- Assist in the development and implementation of an appropriate audit plan to include developing and ensuring compliance with internal controls.

Consideration may be given to Offerors and key personnel for assessment experience and performance that involved oil and gas industry operations and/or other related industries.

B. Adequacy of Support Services

Demonstrated experience and success of Offeror and its key personnel in providing support services similar in scope to the following::

- Assist in securing contractors to plug, remediate, and reclaim orphaned wells and well sites located within the State of Mississippi.
- Assist in securing contractors to measure and track emissions of methane and other gases associated with orphan wells.
- Assist in securing contractors to measure and track contamination of groundwater or surface water associated with orphaned wells.
- Assist in securing contractors who will remediate soil and restore native species habitat that has been degraded due to the presence of orphaned wells and associated pipelines, facilities, and infrastructure.
- Assist in securing contractors who will remediate land adjacent to orphaned wells and decommission or remove associated pipelines, facilities, and infrastructure.
- Provide technical support for RFI's during construction as needed.

Consideration may be given to Offerors and key personnel who exhibit proficiency and experience and performance in providing support services that involved oil and gas industry operations and/or other related industries.

SECTION 5. REFERENCES

All of the requested references should be provided using the References Form in Appendix B. The Offeror must document, through their references, they have the experience required to meet the minimum RFQ requirements. MSOGB staff must be able to complete two (2) reference checks within ten (10) business days of proposal opening to be considered responsive.

1. List the three (3) largest clients for whom you are providing (or have provided) services like those requested in this RFQ. Special emphasis is placed upon Federal and State government agency client references.
 - a. Client name, include the name, title, address, e-mail address, and telephone number of a person whom we may contact to confirm as needed.
 - b. How long has the company been providing services like those requested in this RFQ for the client?
 - c. List all licenses or permits your company possesses that are applicable to performing the services like those requested in this RFQ.
 - d. Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff.

SECTION 6. MANAGEMENT PROPOSAL

In preparing your written response to any RFQ question or request for information, you are required to repeat each question, including the number, and requirement followed by your response. Please provide complete answers and explain all issues in a concise, direct manner. If you cannot provide a direct response for some reason (e.g., your company does not collect or furnish certain information), please indicate the reason rather than providing general information that fails to answer the question. "Will discuss" and "will consider" are not appropriate answers.

1. Provide a detailed staffing chart of proposed staff which will be dedicated to the MSOGB Project Management, Consulting and Programmatic Support Services Contract. The staffing chart should detail each staff members' responsibilities related to the MSOGB Project Management, Consulting and Programmatic Support Services Contract.
2. Describe any training and/or education provided to staff related to project management contract services.
3. Resumes for all proposed management staff, including a Project Manager, should be provided. The resumes shall be submitted in Section 10 and should include but are not limited to:
 - a. Duration and experience as an employee with the Offeror.
 - b. All oil and gas or associated industry related experience.
 - c. Any relevant education and training pertinent to the programs and services detailed in this RFQ.
4. State and describe the number of accounts or contracts (of similar size and scope) the Offeror has been responsible for during the past five (5) years?
5. Detail the number of state government contracts the Offeror has serviced/managed during the past five (5) years.
6. Provide the geographical location of the office where the proposed Project Manager is based.
7. Describe in detail the Offeror's management plan for the Scope of Services stated in Section 4.
8. Describe the Offeror's contract management/problem solving strategy and include detailed examples from previous and/or current contracts.

9. Describe the communication procedures between the Offeror's proposed staff and MSOGB, including notification to the MSOGB if/when a Project Manager changes positions or leaves the company.
10. Describe any industry specific technology used by the Offeror to manage the performance of the Scope of Services stated in Section 4.

SECTION 7. COST PROPOSAL/COMPENSATION

Compensation for services requested under this RFQ will be negotiated with the selected Offeror(s). Selected Offerors shall provide to MSOGB the services in this RFQ set out in one or more work orders to be issued by MSOGB and accepted by the Offeror who is awarded a contract (each, a "Work Order"). Each Work Order shall provide a scope of work, specifications, deliverables, schedule and budget. Work Orders shall be deemed issued and accepted only if signed by an authorized representative of the awarded Offeror and the Executive Director of MSOGB, or his designee. There is no guaranteed amount of work under this RFQ or any resulting contract. All negotiated compensation rates must remain fixed for the life of the contract.

All rates and pricing quoted herein are guaranteed through the term of the contract. By submission of this SOQ, we hereby certify that the prices submitted in response to the RFP have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposed. By submission of this SOQ, we hereby certify that we have not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. Additionally, we agree that in the event of contract award, a Performance Bond will be supplied to the MSOGB. The initial Performance Bond shall be in the amount of the four (4) year contract term and shall be increased in accordance with the optional renewal year price if utilized.

Name

Date

Title

Company

Please have the appropriate officer sign this statement and include it as a part of your Cost Proposal.

SECTION 8. STATEMENT OF COMPLIANCE

This section contains the Statement of Compliance for the MSOGB Project Management, Consulting and Programmatic Support Services RFQ and MSOGB Project Management, Consulting and Programmatic Support Services Contract. The appropriate officer must sign this statement and shall include it as a part of the SOQ. If you object to any of the terms and conditions included in the draft contract provided in Appendix C, or any requirements listed in this RFQ, please note and explain your objections on this Statement of Compliance. MSOGB reserves the right to reject an Offeror's SOQ based on any objections.

Statement of Compliance

We agree to adhere to all conditions and requirements as set forth in the Mississippi State Oil and Gas Board's Request for Qualifications for Project Management, Consulting and Programmatic Support Services, dated October 2, 2023, including the conditions contained in the draft contract included as *Appendix C - MSOGB Project Management, Consulting and Programmatic Support Services Draft Contract*, except as listed below:

A signature is required below.

Name

Date

Title

Company

APPENDIX A – SOQ Cover Sheet

Company Name: _____

Statements of Qualifications are to be submitted as directed in *Section 1.2, SOQ Submission Requirements*, of this RFQ, on or before **November 10, 2023, by 2:00 PM CST**.

Company Representative	
Company Representative Title	
Company Representative Mailing Address	
Company Representative Mailing City, State, Zip	
Company Representative Telephone	
Company Representative E-Mail Address	

Please identify the Office/Branch which will provide services for MSOGB if different from above:

Office Contact Person	
Office Contact Person Telephone Number	
Office Contact Person Email Address	
Office Contact Person Physical Address	
Office Contact Person City, State, Zip	
Office Contact Person Mailing Address	
Office Contact Person City, State, Zip	

Please state if the proposed account executive, any officers, or principals and/or their immediate families are, or have been within the preceding twelve months, employees of the State of Mississippi.

Are you currently registered as a Supplier in MAGIC? ____ YES ____ NO

If known, what is your supplier number? _____

Are you currently registered with PayMode? ____ YES ____ NO

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

1. That the Offeror will perform the services required at the prices stated in their SOQ.
2. That the pricing submitted will remain firm for the contract term.
3. It is understood that the Offeror's submitted SOQ is valid for at least 180 days subsequent to the date of submission.
4. 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.
5. That the Offeror has submitted copies of the required insurance certificates to meet the Minimum Qualifications as stated in Section 3, Minimum Qualifications, and should the Offeror be awarded the contract, will add the State of Mississippi as an additional insured.
6. That the company is licensed or authorized to provide the proposed services in the State of Mississippi.
7. The State of Mississippi utilizes the Mississippi Accountability System for Government Information and Collaboration (MAGIC) system to manage contracts. Additionally, electronic payments are issued through an electronic portal called PayMode. To do business with the State of Mississippi, all Suppliers must be registered with both systems. By submitting a SOQ, the Offeror certifies that it is registered with both systems or if not already registered, that it will do so within seven (7) business days of being notified by MSOGB that it has been awarded a contract.

Signature: _____

Date: _____

APPENDIX B – References

Contact Name	
Contact Name and Title	
Contact Address	
Contact Telephone Number	
Email Address	
Type of work provided to the client	
Contract effective dates for the time period(s) services provided to client	

Contact Name	
Contact Name and Title	
Contact Address	
Contact Telephone Number	
Email Address	
Type of work provided to the client	
Contract effective dates for the time period(s) services provided to client	

Contact Name	
Contact Name and Title	
Contact Address	
Contact Telephone Number	
Email Address	
Type of work provided to the client	
Contract effective dates for the time period(s) services provided to client	

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STATE OF MISSISSIPPI
GOVERNOR TATE REEVES

MISSISSIPPI STATE OIL AND GAS BOARD

JESSE S. NEW, JR.
EXECUTIVE DIRECTOR

PROJECT MANAGEMENT, CONSULTING AND
PROGRAMMATIC SUPPORT SERVICES
DRAFT CONTRACT

This Contract ("Contract") is made by and between the State Oil and Gas Board of Mississippi, a state agency (the "MSOGB" or "State"), whose address is 500 Greymont Avenue, Suite E, Jackson, Mississippi 39202 and _____ (the "Contractor"), whose address is _____, beginning on _____, 2023, under the following terms and conditions:

1. Purpose/Scope of Services

The purpose of this Contract is for MSOGB to engage Contractor to provide professional project management, consulting and programmatic support services with respect to programs implemented and managed by MSOGB. The Scope of Services described herein may be funded by the Bipartisan Infrastructure Law Section 40601 Orphaned Well Program ("BIL") or other Federal or State funds and will require adherence to the applicable conditions for each. It is Contractor's responsibility to be familiar with the terms and provisions of the BIL, to include all parts and subparts and other related laws and acts pertinent thereto.

Contractor will perform and complete in a timely and satisfactory manner the services described on Exhibit "A", captioned "Scope of Services", which is attached hereto and made a part hereof by reference. The Scope of Services is also reflected within RFx No. 3160006157, *Request for Qualifications to Provide Project Management, Consulting and Programmatic Support Services*, which is incorporated herein by reference and a copy of which is attached hereto as Exhibit "B".

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2. Contract Term

- A. This Contract will become effective for the period beginning _____, 2024 and ending on _____ (hereinafter referred to as "Contract Term"). This Contract's term will be for four (4) years with one (1) optional renewal year which may be exercised upon written agreement of MSOGB and Contractor.
- B. All records and information provided by MSOGB to Contractor are the sole property of MSOGB and shall be returned to MSOGB within thirty (30) days of the termination date of this Contract.
- C. Upon termination of this Contract, Contractor shall cooperate with MSOGB and the new Contractor, if any, during the transition of MSOGB's business to the new Contractor. Upon request from MSOGB, Contractor shall provide all MSOGB information maintained by Contractor in a time frame specified by MSOGB.

3. Consideration

MSOGB agrees to compensate Contractor for services approved by MSOGB and performed by Contractor under the terms of this Contract as follows:

- A. The fees listed in **Appendix A – Pricing** shall constitute the entire compensation due to Contractor for services and all of Contractor's obligations hereunder regardless of the difficulty, materials, or equipment required. MSOGB shall not provide any prepayments or initial deposits in advance of services being rendered. Payment for any and all services provided by Contractor to MSOGB shall be made only after said services have been duly performed and properly invoiced. The fees listed in **Appendix A – Pricing** of this Contract are firm for the duration of this Contract and are not subject to escalation for any reason, unless this Contract is duly amended.
- B. Contractor must submit all invoices, in a timely manner and in a form acceptable to MSOGB (provided that such acceptance will not be unreasonably withheld) with all the necessary supporting documentation, prior to any payment to Contractor. No additional compensation will be provided by MSOGB for any expense, cost, or fee not specifically authorized by this Contract, or by written authorization from MSOGB.
- C. The payment of an invoice by MSOGB shall not prejudice MSOGB's right to object or question any invoice or matter in relation thereto. Such payment by MSOGB shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any costs invoiced therein. Contractor's invoice or payment may be subject to further reduction for amounts included in any invoice or payment theretofore made which are determined by MSOGB, on the basis of audits, not to constitute allowable costs.

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4. Availability of Funds

It is expressly understood and agreed that the obligation of MSOGB to proceed under this Contract 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 Contract 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 MSOGB, MSOGB shall have the right upon ten (10) working days written notice to Contractor, to terminate this Contract without damage, penalty, cost or expenses to MSOGB of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

5. E-Payment

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MSOGB 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. (See Mississippi Code Annotated § 31-7-301 *et seq.*)

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 Contract. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

7. Recovery of Money

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

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8. 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 of Mississippi. Contractor shall comply with applicable federal, state, and local laws and regulations.

9. Compliance with Laws

Contractor understands that MSOGB 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 this contract 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 contract 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.

10. 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 MSOGB 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 MSOGB determines it to be in its best interest to terminate the agreement.

11. Site Rules and Regulations

Contractor shall use its best efforts to ensure that its employees and agents, while on MSOGB premises, shall comply with site rules and regulations.

12. Anti-Assignment/Subcontracting

Contractor acknowledges that it was selected by MSOGB 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 MSOGB, which MSOGB may, in its sole discretion, approve or deny

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without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MSOGB of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of MSOGB 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 MSOGB may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

13. Confidentiality

Notwithstanding any provision to the contrary contained herein, it is recognized that MSOGB 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 MSOGB pursuant to the contract and designated by the Contractor in writing as trade secrets or other proprietary confidential information, MSOGB shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. MSOGB shall not be liable to the Contractor for disclosure of information required by court order or required by law.

14. Disclosure of Confidential Information

In the event that either party to this Contract 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 Contract. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 et seq. 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 contract.

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 (*See* 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,

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including confidential Contractor 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.

16. Contractor Personnel

MSOGB shall, throughout the life of the Contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If MSOGB reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to MSOGB in a timely manner and at no additional cost to MSOGB. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor.

17. Independent Contractor

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 MSOGB. Nothing contained herein shall be deemed or construed by MSOGB, 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 MSOGB and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of MSOGB or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of MSOGB and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MSOGB.

No act performed or representation made, whether oral or written, by the Contractor with respect to third parties shall be binding on MSOGB. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of MSOGB and MSOGB shall at no time be legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. MSOGB shall not withhold from the Contractor 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, MSOGB shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by MSOGB for its employees.

18. 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 (*See 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

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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 Contract may subject Contractor to the following:

- (i) 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.
- (ii) (ii) 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;
- (iii) or both.

In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by MSOGB due to Contract cancellation or loss of license or permit to do business in the State of Mississippi.

19. Authority to Contract

Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this Contract; (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 Contract is not restricted or prohibited by any loan, security, financing, contractual, or other contract of any kind; and, (d) notwithstanding any other provision of this Contract 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 Contract.

20. Unsatisfactory Work

If, at any time during the Contract Term, the service performed or work done by Contractor is considered by MSOGB 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 MSOGB, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, MSOGB shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

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21. Debarment and Suspension

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

- (i) 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;
- (ii) has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction;
- (iii) has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (iv) 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 three (3) of this certification; and,
- (v) has not, within a three-year period preceding this proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

22. Modification or Renegotiation

This contract 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 contract necessary.

23. Procurement Regulations

This Contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board (PPRB), Office of Personal Service Contract Review Rules and Regulations (OPSCR), a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at www.DFA.ms.gov.

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24. 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 SOQ or proposal.

25. Representation Regarding Gratuities

The 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*.

26. Termination upon Bankruptcy

This contract may be terminated in whole or in part by MSOGB 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.

27. Termination for Convenience

- A. Termination. The Executive Director of MSOGB or its 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 Executive Director of MSOGB or its 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 Executive Director of MSOGB or its 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.

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28. 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, MSOGB may notify Contractor in writing of the delay or nonperformance and if not cured within ten (10) days or any longer time specified in writing by MSOGB, MSOGB 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, MSOGB may procure similar supplies or services in a manner and upon terms deemed appropriate by MSOGB. 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, 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 MSOGB shall be at the contract price. MSOGB may withhold from amounts due Contractor such sums as MSOGB deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse MSOGB for the excess costs incurred in procuring similar goods and services. A waiver of lien in a form and format acceptable to MSOGB shall be required with each invoice prior to payment being issued.
- 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 MSOGB or its 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, MSOGB or its designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the Contract, the

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delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this paragraph of this clause, the term "subcontractor" means a 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 (D) (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 for the MSOGB, be the same as if the notice of termination had been issued pursuant to a termination for convenience.
- 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.

29. Stop Work Order

- A. Order to Stop Work. The Executive Director of MOSGB may by written order to the Contractor at any time, and without notice to any surety, require the 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 Executive Director of MSOGB 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:

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- (i) the stop work order results in an increase in the time required for, or in the 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 Executive Director of MSOGB 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.

30. Price Adjustment

- A. Price Adjustment Methods. Any adjustment in contract price, pursuant to this clause in this Contract shall be made in one or more of the following ways:
- 1. by agreement on a fixed price adjustment before commencement of the additional performance;
 - 2. by unit prices specified in the Contract;
 - 3. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract.
- B. Submission of Cost or Pricing Data. The contractor shall provide cost or pricing data for any price adjustments.

31. 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 MSOGB and agreed to by Contractor.

32. Ownership of Documents and Work Papers

MSOGB 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 the Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MSOGB upon termination or completion of the contract. 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 MSOGB and subject to any copyright protections.

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33. 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.

34. Third-Party Action Notification

Contractor shall give the MSOGB 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 Contract.

35. Indemnification

To the fullest extent allowed by law, the 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 attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this contract. In the MSOGB's sole discretion upon approval of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and MSOGB shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

36. 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.

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37. Change in Scope of Work

MSOGB may order changes in the services 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 the Contractor or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment to the Contract signed by MSOGB 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 MSOGB in writing of this belief. If MSOGB 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.

38. Disputes

Any dispute concerning the Contract which is not disposed of by agreement shall be decided by the Executive Director of MSOGB who shall reduce such decision to writing and mail or otherwise furnish a copy thereof to Contractor. The decision of the Executive Director shall be final and conclusive. Nothing in this paragraph shall be construed to relieve Contractor of full and diligent performance of the Contract.

39. 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.

40. Failure to Enforce

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

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41. 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, MSOGB 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. Except as provided below, all records related to this Contract shall be retained by Contractor for a minimum of ten (10) years after final payment is made under this Contract 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 ten (10) 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 ten (10) year period, whichever is later.

Contractor is not required to retain the above-mentioned records for the ten (10) period prescribed in this Section and the "Right to Audit" provision only if all the following conditions are satisfied:

- A. Contractor has provided all of the documents described above and in the "Right to Audit" provision to MSOGB prior to the expiration of then ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MSOGB.
- B. No audit, litigation or other action arising out of or related in any way to this project is commenced before Contractor provides the records and corresponding certification to MSOGB, in which case, Contractor shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contractor provides MSOGB a minimum of thirty (30) days' written notice before providing the above-mentioned records and corresponding certification.

42. Right to Audit

Contractor shall maintain such financial records and other records as may be prescribed by MSOGB or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by MSOGB, whichever event occurs first. These records shall be made available for inspection during regular business hours and with reasonable advance notice 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.

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43. Right to Inspect Facility

MSOGB 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 of Mississippi.

44. Severability

If any part of this Contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the Contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

45. License Requirements

Contractor shall have, or obtain, any license/permits that are required prior to and during the performance of work under this Contract.

46. Insurance

Contractor shall maintain, at its own expense, the following insurance:

- a. Contractor shall maintain, at its own expense, Comprehensive General Liability insurance to protect the property, goods and material of the MSOGB. Such policy of insurance shall provide a minimum coverage in the amount of One Million Dollars (\$1,000,000.00) with the State of Mississippi added as an additional insured. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
- b. Contractor shall maintain, at its own expense, Motor Vehicle Liability coverage. Such policy of insurance shall provide a minimum coverage in the amount of One Million Dollars (\$1,000,000.00) with the State of Mississippi added as an additional insured. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
- c. Contractor shall maintain, at its own expense, Professional Liability Insurance coverage for any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Such policy of insurance shall provide a minimum coverage in the amount of One Million Dollars (\$1,000,000.00) with the State of Mississippi added as an additional insured. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

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- d. Contractor shall maintain, at its own expense, Pollution Liability Insurance coverage for any emissions, releases, discharges, and/or contamination caused by an error, omission, or any negligent acts related to the services to be provided under this Contract. Such policy of insurance shall provide a minimum coverage in the amount of Two Million Dollars (\$2,000,000.00) with the State of Mississippi added as an additional insured. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
- e. Contractor shall, at its own expense, maintain workers' compensation insurance which shall fully comply with the Mississippi Workers' Compensation Law.

47. Performance Bond

Contractor shall maintain a Performance Bond for the duration of the Contract. The initial Performance Bond shall be in the amount of the four (4) year contract term and shall be increased in accordance with the optional renewal year price if utilized.

48. Notices

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this subsection):

For MSOGB:	For Contractor:
Dianne Rayfield, Deputy Administrator	
Mississippi State Oil and Gas Board	
500 Greymont Avenue, Suite E	
Jackson, Mississippi 39202	

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49. Priority

The Contract consists of this agreement including Appendix - A (Pricing), the Scope of Services (Exhibit A), the Request for Qualifications for Project Management, Consulting and Programmatic Support Services dated October 2, 2023 (hereinafter "RFQ" and attached as Exhibit B), and the response proposal dated _____ by Contractor (hereinafter referred to as "SOQ" and attached as Exhibit C). Any ambiguities, conflicts or questions of interpretation of this Contract shall be resolved by first, reference to this Contract with all appendices and exhibits and, if still unresolved, by reference to the RFQ and, if still unresolved, by reference to the SOQ. Omission of any term or obligation from this agreement or the attached Appendix A and Exhibits A, B and C shall not be deemed an omission from this Contract if such term or obligation is provided for elsewhere in this Contract.

Witness our signatures, on the date first written.

[Contractor Name]

State Oil and Gas Board of Mississippi

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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APPENDIX A

PRICING

DRAFT

APPENDIX C
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EXHIBIT A

SCOPE OF SERVICES

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APPENDIX C
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EXHIBIT B

**REQUEST FOR QUALIFICATIONS FOR PROJECT MANAGEMENT, CONSULTING
AND PROGRAMMATIC SUPPORT SERVICES**
DATED _____, 2023

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EXHIBIT C

**THE CONTRACTOR'S RESPONSE TO REQUEST FOR QUALIFICATIONS FOR
PROJECT MANAGEMENT, CONSULTING AND PROGRAMMATIC SUPPORT
SERVICES DATED _____, 2023**

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