**Request for Proposal**

**Statewide Comprehensive Outdoor Recreation Plan**

**(SCORP)**

**Opening Date:**

**January 11, 2018**

**PROPOSALS RECEIVED UNTIL:**

**2:00 PM January 11, 2018**

**Purchasing Department**

**Mississippi Department of Wildlife, Fisheries, and Parks**

**1505 Eastover Drive**

**Jackson, MS 39211**

**Request for Proposals: 1464-18-R-RFPR-00002**

**Submit 4 sets of the Proposal for SCORP**

**MARK PROPOSAL ENVELOPE:**

**Sealed Proposal for SCORP**

**INVITATION:** Noticed is hereby given that sealed proposals will be received in the Accounts Payable office of Department of Wildlife, Fisheries & Parks, 1505 Eastover Drive, Jackson, MS 39211 until **2:00pm, on January 11, 2018** and any proposal submitted after this time will be rejected and returned.

**DESCRIPTION:** The Mississippi Department of Wildlife, Fisheries, and Parks **(MDWFP)** is hereby requesting written proposals to provide a professional consultant. The **MDWFP** will receive proposals from firms having specific experience and qualifications in the area identified in the solicitation. For consideration, proposals for the project must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by the **MDWFP** may be included elsewhere in the solicitation. Unless otherwise stated, all offerors shall provide profiles and resumes of the staff to be assigned to the project, references, illustrative examples of similar work performed, and any other information that clearly demonstrates the offerors’ expertise in the area of the solicitation.

**EVALUATION:** A selection committee shall review and evaluate all replies. The selection committee will have only the response to the solicitation to review for selection of finalists. It is, therefore, important that respondents emphasize specific information pertinent to the work. Evaluation of the responses will be based on the following criteria:

1. The overall quality of the proposed plan for performing the required services--the plan should reflect an understanding of the project and its objectives. Consideration will be given to the completeness of the response to the specific requirements of the solicitation. **(Critical)**
2. Proposer's ability to provide the required services as reflected/evidenced by qualifications (education, experience, etc.). This includes the ability of the proposer to provide a work product that is legally defensible. **(Very Important)**
3. The personnel, equipment, facilities, and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting. **(Important)**
4. A record of past performance of similar work. **(Critical)**
5. Price. **(Important)**

**Basis of Vendor Selection and Criteria/Evaluation**

|  |  |
| --- | --- |
| Previous Experience | 20% |
| Capabilities to Perform | 10% |
| Staff Expertise & Experience | 10% |
| Workload & Start and Completion Dates | 20% |
| References | 5% |
| Project Costs | 35% |

Submission of a proposal indicates Respondent’s acceptance of the evaluation technique and Respondent’s recognition that some subjective judgments must be made by **MDWFP** during the assigning of percentages, and accepts without reservation the scoring process as described.

Inquiries regarding this Request for Proposal must be directed to:

Keith Harkins

Office of Purchasing, Travel, & Asset Management

1505 Eastover Drive

Jackson, MS 39211-6374

Proposals and attachments must be submitted to:

Keith Harkins

Office of Purchasing, Travel, & Asset Management

1505 Eastover Drive

Jackson, MS 39211-6374

1. **General Information**
2. **Type of Service:** This is a request for proposal for the preparation and final approved version of the Statewide Comprehensive Outdoor Recreation Plan (SCORP) 2019 – 2024 for the State of Mississippi.
3. **Independent Contractor:** The Contractor shall, at all times, be regarded as an independent contractor and shall at no time act as an agent for the **MDWFP**. Nothing contained herein shall be deemed or construed by the **MDWFP**,the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint venturers, employer and employee, or any similar such relationship between the **MDWFP** and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the **MDWFP** or the Contractor hereunder, create or shall be deemed to create a relationship other than the independent relationship of the **MDWFP** and the Contractor. Contractor’s personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents or employees of the **MDWFP**; and the Mississippi State Personnel Board shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The Mississippi Department of Wildlife, Fisheries, and Parks shall not withhold from the contract payments to the Contractor any federal or State unemployment taxes, federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the **MDWFP** shall not provide to the Contractor any insurance coverage or other benefits, including Workers’ Compensation, normally provided by the State for its employees.
4. **Quality of Service:** Consultant agrees to perform its services with that standard of care, skill, and diligence normally provided by a professional organization in the performance of services. All work shall be performed to the complete satisfaction of **MDWFP**.
5. **Minor Informalities:** Minor informalities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. The Procurement Officer shall waive such informalities or allow the bidder to correct them depending on which is in the best interest of the State. Examples include the failure of a bidder to:
6. Return the number of signed proposals required by the agency in the Request for Proposal;
7. Sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the bidder’s intent to be bound; or,
8. Acknowledge receipt of an amendment to the Request for Proposal, but only if it is clear from the proposal that the bidder received the amendment and intended to be bound by its terms or the amendment involved had a negligible effect on price, quantity, quality, or delivery.
9. **Contact:** Any questions regarding the RFP should be directed to Keith Harkins, Purchasing Department, in writing at keithh@mdwfp.state.ms.us **no later than 2:00 pm January 4th, 2018.**
10. **Consultants are** responsible for examining all specifications, terms, conditions, and instructions in the RFP. Failure to do so will be at the vendor’s risk.
11. **Reason for Rejection: MDWFP** reserves the right to reject proposals for any reason, which reasons may include, but shall not be limited to:
12. Failure to follow specifications and instructions contained in the RFP.
13. A response that alters terms or limits contained in the RFP.
14. Any response determined by **MDWFP** as being unreasonable in terms, cost, etc.
15. References insufficient/unacceptable as determined solely by **MDWFP**.
16. **Minimum Requirements:** The information provided within this proposal is intended to assist consultant in the preparation of a proper response to this RFP. This RFP is designed to provide interested consultants with sufficient basic information to submit proposals meeting minimum requirements; but is not intended to limit a proposal’s content, or to exclude any relevant or essential information or data thereof. Consultants are permitted to (and encouraged to) expand upon specifications to evidence service capability under any agreement. Minimum requirements include the following:
17. 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;
18. the age of the offeror’s business and the average number of employees over a previous period of time, as specified in the Request for Proposal;
19. the abilities, qualifications, and experience of all persons who would be assigned to provide the required services;
20. a listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within a previous period of time, as specified in the Request for Proposal; and,
21. a plan giving as much details as is practical explaining how the services will be performed.

\***Please reference Section G for details on staff qualifications**\*

1. This RFP does not commit **MDWFP** to contract for any requirements detailed in this document. **MDWFP** reserves the right to reject any or all offers and to waive minor informalities and minor irregularities in the proposal received.
2. **MDWFP** is under no obligations, however, to select any of the prospective consultants nor is it obligated to select the lowest priced proposal if in its sole discretion another consultant is better qualified to provide the desired services.
3. **Contract Type and Terms**: Contract will be a Fixed-Price Contract with monthly percent billings to total up to the fixed price amount and will be effective until no later than October 31, 2019. **(See “Attachment 1”)**
4. **Scope of Services:** The Contractor shall perform and render the following services**: The preparation and final approved version of the Statewide Comprehensive Outdoor Recreation Plan (SCORP) 2019 – 2024 for the State of Mississippi.**
5. **Introduction and Project Purpose:**

The LWCF State Assistance Program was established by the LWCF Act of 1965 (Section 6, Land and Water Conservation Fund Act of 1965, as amended: Public Law 88-578; 16 U.S.C. 4601-4 et seq.) to stimulate a nationwide action program to assist in preserving, developing, and assuring to all citizens of the United States of present and future generations such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation. The program provides matching grants to States and through States to local units of government, for the acquisition and development of public outdoor recreation sites and facilities. Grant funds are also available, to States only, for fulfilling the statewide comprehensive outdoor recreation planning requirements of the program. Every five years, each state updates their SCORP plan to remain eligible for stateside LWCF dollars, which are administered by the National Park Service (NPS). The Outdoor Recreation Grants Division, within the Mississippi Department of Wildlife, Fisheries and Parks, is charged with distributing these grants to projects that align with SCORP priorities. The SCORP is required by Section 6(d) of the LWCF Act of 1965, as amended. http://www.nps.gov/ncrc/programs/lwcf/manual/lwcf.pdf

This RFP incorporates all terms and conditions set forth in the Sample Contract **(Attachment 1)**

1. **State Plan Preparation, Procedures, and Eligibility (Expected Outcomes)**

LWCF Act explicitly requires the SCORP to include the following:

1. The name of the state agency that will have the authority to represent and act for the State in dealing with the Secretary of the Department of the Interior for the purposes of the LWCF Act of 1965.
2. An evaluation of the demand for and supply of outdoor recreation resources and facilities in the State of Mississippi.
3. A future plan for the implementation of demand and supply.
4. Certification by the Governor that ample opportunity for public participation has taken place in plan development.
5. Other necessary information, as may be determined by the Secretary, Department of the Interior.
6. **Goals and Objectives of the SCORP:**

Fulfill the purposes of the LWCF Act:

1. Provide each State the maximum opportunity and flexibility to development and implement its plan;
2. Describe the role of the LWCF in the State’s provision of outdoor recreation resources and the State’s policies for use of its LWCF apportionment;
3. Provide a basic for determining each State’s LWCF eligibility; and
4. Ensure relevant, influential and timely planning for the State’s use of its LWCF apportionment.
5. **Plan Requirements (minimum): (See Attachment 2)**
6. The plan must describe the process and methodology(s) chosen by the State to meet the guidelines.
7. The planning process must include ample opportunity for public participation involving all segments of the state’s population.
8. The plan must be comprehensive. The plan will be considered comprehensive if it:
9. Identifies outdoor recreation issues of statewide importance based upon, but not limited to, input from the public participation program. The plan must also identify those issues the State will address through the LWFC and those issues which may be addressed by other means;
10. Evaluate demand, i.e., public outdoor recreation preferences, but not necessarily through quantitative statewide surveys or analyses, and
11. Evaluate the supply of outdoor recreation resources and facilities, but not necessarily through quantitative statewide inventories.
12. The plan must have an implementation program that identifies the State’s strategies, priorities, and actions for the obligation of its LWCF apportionment. The implementation program must be sufficient detail for use in developing project selection criteria for the State’s Open Project Selection Process (OPSP) so projects submitted to NPS for LWCF funding will implement the SCORP. (LWCF State Assistance Program Manual effective 10.01.2008 - Chapter 2-4 B. Open Project Selection Process)
13. Be consistent with the National Wetlands Priority Conservation Plan, prepared by the U.S. Fish and Wildlife Service;
14. Provide evidence of consultation with the state agency responsible for fish and wildlife resources;
15. Contain a listing of those wetland types which should receive priority for acquisition; and
16. Consider outdoor recreation opportunities associated with its wetland resources for meeting the State’s public outdoor recreation needs. The plan may consist of a single document or may be comprised of multiple documents as long as the guidelines as set for are met.
17. **Plan Cooperation:**

An effective working partnership between each State and the NPS is necessary to consult and coordinate on such elements as scheduling, planning methodology(s), public participation, and the NPS assistance needed by the State. Each State is strongly encouraged to consult and coordinate with the NPS on a regular basis, especially at the start of its planning cycle, to ensure that the planning process and its products are mutually acceptable.

1. **Submission of Plan Documentation:**

The minimum documentation required to be submitted by each State to NPS as evidence of conformance with this section is a new or revised plan at least once every five years. The Plan must be approved by the State Governor and contain a certification by the Governor that ample opportunity for public participation has taken place in development of the Plan. A total of three (3) copies of the Plan must be submitted to the NPS. States are encourage to post the Plan on the agency’s Website and use other means as appropriate to make it available to the public.

1. **State LWCF Eligibility Related to Planning:**
2. State will be deemed eligible to participate in the LWCF State Assistance Program when its SCORP meets the requirements of the LWCF Act. The Act requires an adequate and approved SCORP prior to the consideration by the Secretary of financial assistance for acquisition or development projects.
3. The State must produce a SCORP at least once every five (5) years and implement its recommendation through the OPSP in order to maintain the State’s eligibility to participate in the LWCF Program. The State must develop the SCORP in accordance with LWCRF guidelines and submit a draft for NPS review. NPS Regional Director‘s approval of a formal SCORP submission must occur prior to the expiration of the State’s current SCORP to maintain LWCF eligibility.
4. Should the State fail to meet this deadline or if NPS finds that the pending SCORP currently under review is inadequate, NPS will provide written notification to the State’s designated State Liaison Officer that it must correct the identified deficiencies within ninety (90) days following the last SCORP’s expiration date, during which time NPS approval of acquisition and development projects may continue. However, if the State fails to take corrective action within the 90 days, the NPS Regional Director will suspend the State’s eligibility.
5. The State may appeal to the NPS Director, along with appropriate justification, within 30 days following the Regional Director’s 90-day notice. Appeals will be considered by the Director prior to the termination of the 90 day notice of the State’s eligibility. The decision of the Director will be final.
6. **Fees (part of evaluation):** Please provide your fee to complete this project along with a timeline for completion.
7. **Taxes: MDWFP** is a state agency and is exempt from federal, state and local taxes and consultant must quote prices which do not include such taxes.
8. **Proposal Letter**: This letter must be completed and executed by an authorized representative of the consultant, indicating that the consultant agrees to be bound by the proposal without modifications, unless mutually agreed to by both parties. The proposal letter also shall contain the name, title, address, email address, and telephone numbers of an individual with the authority to bind the consultant during the period in which the **MDWFP** is evaluating proposals. The letter must identify any and all subcontractors the consultant proposes to use. The letter must specify any applicable proposals expiration date.
9. **Firm and staff qualifications**

1. Information regarding the firm’s previous experience with similar or related projects. It should contain a brief description of these projects and project staffing. The same information is required for any subcontractor being used**. (part of the evaluation)**
2. Information demonstrating the firm and staff capabilities to perform all aspects of this particular project. The same information is required for any subcontractor being used**. (part of the evaluation)**
3. Information regarding the expertise and experience of staff persons to be assigned to work on the project. It also should contain specific proposed responsibilities of the project staff persons. The same information is required for any subcontractor being used. **(part of the evaluation)**
4. Information on the current and projected workload of key staff to be assigned to this project, including level and magnitude of involvement, and start and completion dates. The same information is required for any subcontractor being used. **(part of the evaluation)**
5. References including client name, address, contact person, telephone number, email, project start and end date, as well as a project description. References should be for similar or related projects that proposed key staff members for this project have worked. The same information is required for any subcontractor being used. Suitability and acceptability of references shall be determined by **MDWFP** exclusively. **(part of the evaluation)**
6. **Technical approach:** Proposals shall include a response to each item or task in the Expected Outcomes within the Scope of Services from Section C of this document. Each response shall also include a detailed plan. The plan should describe how the consultant intends to approach the work required and how the various elements will be integrated together. Should there be any disclaimers or caveats pertaining to the provision of services and start-up of services as described in **MDWFP**’s specifications, they must be listed. Additional tasks or analysis that will enhance the overall quality of the study may be proposed. Costs for any additional proposed work should be identified as an option.
7. **Awarding the Contract:** All proposals shall remain firm for a period of ninety (90) days from the indicated submission date for proposals. **MDWFP** reserves the right to reject any and all proposals submitted. The contract will be awarded to the offeror whose proposal, based upon the evaluation criteria, and is deemed to be in the best interest of **MDWFP.**

Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award, but proposals may be accepted without such discussions.

Contractor may designate those portions of the proposal which contain trade secrets or other proprietary data which may remain confidential in accordance with Mississippi Code Annotated 25-61-9 and 79-23-1

1. **Amendments to Request for Proposals:** Amendments to Request for Proposals shall be identified as such and shall require that the bidder acknowledge receipt thereof. The amendment shall reference the portions of the Request for Proposal it amends.

Amendments shall be sent to all prospective proposers known to have received a Request for Proposal. Amendments shall be distributed within a reasonable time to allow prospective proposers to consider them in preparing their proposal. If the time and date set for receipt of proposals will not permit such preparation, such time shall be increased, to the extent possible, either in the amendment or, if necessary, by electronic means (e-mail), facsimile, or telephone and then confirmed in the amendment.

1. **Applicable Law:** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. The contractor shall comply with applicable federal, state and local laws and regulations.

**MDWFP** reserves the right to seek additional information or clarification from consultants. If an organization considers its proposal or particular portions thereof, as containing trade secrets, information privileged by law or confidential commercial or financial data, then this should be conspicuously noted.

In submitting a proposal, each organization acknowledges its understanding and acceptance of the above stated procedures, terms and conditions. Any contract that is entered into as a result of this process will be based on the contents of the RFP. Therefore, the contents of the RFP and your responses to it both now and during negotiations will be considered to be an integral part of the final contract.

1. **Availability of funds:** It is expressly understood and agreed that the obligation of **MDWFP** 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 **MDWFP, MDWFP** shall have the right upon ten (10) working days written notice to the contractor, to terminate any agreement without damage, penalty, cost or expenses to **MDWFP** of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
2. **Compliance with laws:** The contractor understands that **MDWFP** 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 the contractor agrees during the term of the agreement that the contractor will strictly adhere to this.
3. Representation regarding contingent fees: The consultant represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the contractor’s bid or proposal. **Please fill out “Attachment 3” and send in with your proposal**.
4. **Representation regarding gratuities:** The offeror or consultant 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 Personal Service Contract Rules and Regulations.
5. **Procurement regulations:** The contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 210 East Capitol, Suite 800, Jackson, MS, for inspection, or downloadable at www.mspb.ms.gov.
6. **Stop work order:**
7. **Order to Stop Work:** The procurement officer, may, by written order to the consultant 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 the 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, the contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the procurement officer shall either:
   1. cancel the stop work order; or,
   2. terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.
8. **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, the 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:
   1. 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,
   2. the contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
   3. **Termination of Stopped Work:** If a stop work order is not 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.
   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.
9. **Acknowledgment of amendments:** Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by the **MDWFP** by the time and at the place specified for receipt of bids.
10. **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,” Mississippi Code Annotated §31-7-301, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice.
11. **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
12. **Transparency:** This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 31-7-13 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access. Prior to posting the contract to the website, any information identified by the 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.
13. **E-VERIFICATION:** Consultant represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated 71-11-1 and 71-11-3, and will register and participate in the status verification system for all newly hired employees. 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 Legal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United State Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Consultant further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject Consultant 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 Consultant 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 termination/cancellation, Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.
14. **Paymode:** Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor’s choice. The State, may at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.