

INVITATION FOR BIDS
SMART No. 1450-16-IFBD-
00013
RFX No. 3160000736
IFB-COURT REPORTING SERVICES

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES
1141 BAYVIEW AVENUE
BILOXI, MISSISSIPPI 39530

Contact: Sonja Slater – Sonja.Slater@dmr.ms.gov

CONTENTS

Summary.....	1
Project:	1
Description:.....	1
MDMR Point of Contact:	1
Important Dates:.....	1
About this IFB	2
The Project	3
What Is the Project?	3
What Is the Project Scope of Services/Deliverables?	3
What Is MDMR?	5
Required Qualifications.....	6
What Are the Required Qualifications for Bidding?	6
How Do I Register with the Secretary of State?	6
How Do I Register in MAGIC?.....	7
What Insurance Do I Need for this Project?	7
What Bonds Are Required for this Project?	7
Bid Submission	8
What Do I Need to Include in My Bid Submission?.....	8
How Do I Fill Out the Bid Form?.....	8
How Do I Submit a Bid?	8
When Are Bid Submissions Due?	9
When I Submit My Bid, What Am I Certifying?	10
What If I Submit Confidential Information?.....	10
How Do I Amend or Withdraw My Bid?	10
Bid Process.....	12
What Is the Bid Process Timeline?	12

Questions and Requests for Clarification	13
Bid Submissions Due	13
Bid Opening	13
Notification of Successful Bidder	14
Debriefing Requests	14
Bid Protests	14
Attachment A	16
You Must Mark Your Sealed Envelope Like This:	16
Name of Company or Individual Bidder:	16
Quoted by:	16
Signature:	16
Address:	17
City/State/Zip:	17
Telephone:	17
Fax Number:	17
Email Address:	17
License:	18
References:	18
Attachment B	20
Attachment C	21
Attachment D	24
Payment	24
Certifications	24
Employees and Subcontracts	25
Access to Records	26
Contractor Personnel	26
Requirements Contract	26
Termination	27

Stop Work Order	29
Cancellation or Expiration of the Order	30
Confidentiality.....	30
Liability and Indemnification	31
Miscellaneous.....	32
Attachment E	354
Attachment F	35

SUMMARY

Project:

Contract for Court Reporting Services for all meetings of the Commission on Marine Resources (hereinafter “CMR”)

Description:

We are seeking to contract for court reporting services with a certified court reporter or court reporting firm to record and transcribe the meetings of the CMR, including regularly scheduled and called special meetings.

MDMR Point of Contact:

Sonja Slater
Sonja.slater@dmr.ms.gov

Important Dates:

Bid Package Submission Deadline:	December 1, 2015, 10:00 a.m. CST
Notification of Successful Bidder:	December 3, 2015, 10:00 a.m. CST
Debriefing Request Deadline:	December 8, 2015, 10:00 a.m. CST
Protest Deadline:	December 14, 2015, 10:00 a.m. CST

ABOUT THIS IFB

The Mississippi Department of Marine Resources has issued this invitation for bids (hereinafter “IFB”). The IFB contains the information necessary to submit a bid and describes the bid process. The MDMR is not bound by any information not contained in this IFB, unless formally noticed and issued by the point of contact. All attachments are incorporated as part of this IFB. Any contract issued from this IFB will contain certain required clauses. You can review these clauses in Attachment D.

The MDMR may issue amendments. If it does, the amendments will be posted on the MDMR website (<http://www.dmr.ms.gov>) and the Department of Finance and Administration (DFA) “Buying and Selling to Government in Mississippi” website ([https://www.ms.gov/dfa/contract bid search/Bid](https://www.ms.gov/dfa/contract_bid_search/Bid)). All bidders must acknowledge receipt of all amendments with their bids. The acknowledgment must identify each amendment number and date of the amendment in the space provided on the bid form. If a bid has already been submitted, you may acknowledge receipt of the amendments by letter. The acknowledgment must be received by the MDMR by the time and at the place specified for receipt of bids. It is the bidder’s sole responsibility to monitor the websites for amendments to the IFB.

THE PROJECT

We are the Mississippi Department of Marine Resources (hereinafter “MDMR”). We are seeking a bid from you, the bidder, for court reporting services to record and transcribe the meetings of the CMR, including regularly scheduled and called special meetings.

What Is the Project?

MDMR is looking for a Court Reporter or Court Reporting Firm (hereinafter “Court Reporter”) to provide court reporting services for all CMR meetings. The contract resulting from this solicitation will be awarded to the lowest and best bidder.

What Is the Project Scope of Services/Deliverables?

The scope of services and deliverables in the contract resulting from this solicitation will include:

1. The Court Reporter must attend all regularly scheduled meetings of the CMR which are usually held on the third Tuesday of every month, as well as all called special meetings. If a holiday falls the day before or on the day of a scheduled CMR meeting, the meeting is subject to be changed to a different date. *See Attachment E* which is a schedule of CMR meetings for Fiscal Year 2016 (but may be subject to change).
2. The CMR meetings are usually held at the Bolton State Office Building located at 1141 Bayview Avenue, Biloxi, Mississippi. Some meetings may be held at other locations. Examples of a few of the other locations where CMR meetings have been held include the Hancock County Board of Supervisors Board Room, the Jackson County Board of Supervisors Board Room, and Gautier City Hall.
3. The Court Reporter must arrive timely (in sufficient time to begin recording when the meeting begins) and stay for the

entire meeting until it is adjourned by vote of the CMR Commissioners. CMR meetings usually run between one (1) to four (4) hours; however, any meeting is subject to extend beyond this time.

4. The Court Reporter must conduct himself or herself in a professional manner at all CMR meetings.
5. The Court Reporter must record all meetings in such a manner that a certified transcript of the meeting may be produced.
6. The Court Reporter must deliver the certified transcript to the MDMR contact (Crystal Matta, Executive Assistant) no later than 14 days before the next regularly scheduled meeting.
7. In the event the Court Reporter is unable to attend a meeting of the CMR, he or she must notify the MDMR contact as soon as possible, but in no case less than one (1) business day, and must provide a back-up Court Reporter who meets the minimum qualifications listed below. The back-up Court Reporter must provide the services under the same terms and conditions and at the same rates as provided in the contract resulting from this solicitation. The back-up Court Reporter must be subject to approval by the MDMR Executive Director at least 24 hours prior to the CMR meeting.
8. Accuracy in the transcripts of the CMR meetings is of the utmost importance. Errors include, but are not limited to, erroneous citations of statute or rules, misspelled name, general misspellings, inaccurate identification of speakers, and inaccurate transcriptions. The Court Reporter is encouraged to contact the MDMR contact person to obtain correct spelling, cites, etc., to ensure the best possible product. MDMR reserves the right to return transcribed materials to the Court Reporter for corrections, as needed.
9. The Court Reporter must agree that all notes, recordings, transcriptions and information contained therein shall be considered property of the MDMR, and that final transcripts

may be made available to the public by the MDMR at the sole discretion of the MDMR Executive Director.

10. The Court Reporter shall provide all equipment and supplies necessary to record the meetings.
11. Travel expenses or costs relating to the performance of the contract resulting from this solicitation will be at the sole expense of the Court Reporter, if the required duties take place in Hancock, Harrison, and Jackson Counties of Mississippi. If MDMR requires the Court Reporter to travel outside of the aforementioned counties, then travel reimbursement shall be at the mileage/per diem rates currently in effect for State of Mississippi employees.
12. The price proposed by bidders to this solicitation shall include all deliver and, if applicable, mailing charges. MDMR will not pay for travel time.
13. MDMR will not pay wait (off-the-record) charges for lunch and break recesses.
14. When possible, MDMR will provide notice of any cancellations within one (1) business day of appearance. There will be no charge for requested services when MDMR cancels the appearance.

What Is MDMR?

The Mississippi Department of Marine Resources manages our coastal resources through the authority of the Commission on Marine Resources. We are dedicated to enhancing, protecting and conserving the marine interests of Mississippi for present and future generations. We manage all marine life, public trust wetlands, adjacent uplands and waterfront areas for the long-term recreational, educational, commercial, and economic benefit of everyone.

REQUIRED QUALIFICATIONS

What Are the Required Qualifications for Bidding?

- Bidders must be a Certified Court Reporter with a minimum of three years' experience or a court reporting firm which can provide certified court reporting with a minimum of three years' experience.
- Bidders must submit a minimum of three professional references (customers) with contact names and current phone numbers. *See Attachment B.*
- You cannot submit a bid if you are debarred from bidding by the state, any political subdivision of the state (towns, cities, counties, agencies, etc.), any other state, or the federal government. You also cannot submit a bid if you are an agent of someone so debarred.
- Bidders must be registered with the Mississippi Secretary of State.
- Bidders must be registered in MAGIC (Mississippi's Accountability System for Government Information and Collaboration) portal at <http://www.mmrs.state.ms.us/vendors/index.shtml>.
- Bidders must have the required insurance. *See page 7.*

How Do I Register with the Secretary of State?

You must be registered with the Mississippi Secretary of State. Domestic corporations, limited liability companies, limited partnerships, and other business and non-profit entities must be in good standing with the Secretary of State. Foreign companies must be registered to do business in Mississippi with the Secretary of State. Sole proprietors must register their fictitious business name, also referred to as a trade name or "doing business as" name, with the Mississippi Secretary of State. *See Miss. Code Ann. § 25-93-1 et seq.* You can register at www.sos.ms.gov.

How Do I Register in MAGIC?

You can register in MAGIC at
<http://www.mmrs.state.ms.us/vendors/index.shtml>.

What Insurance Do I Need for this Project?

In order to enter into a contract, you must meet minimum insurance protection requirements. You must provide evidence of your policies.

All insurance policies must be issued by companies licensed or holding a Certificate of Authority from the Mississippi Department of Insurance. You must hold the following insurance in order to bid on this project if required to do so by Mississippi law:

Coverage Type	Amount
Workers' Compensation	
Accident (Per Occurrence)	\$100,000
Disease-Policy Limit	\$500,000
Disease-Per Employee	\$100,000

What Bonds Are Required for this Project?

This project does not require any bonds.

BID SUBMISSION

What Do I Need to Include in My Bid Submission?

Your bid package must contain the following:

1. Bid Cover Sheet (Attachment A) completed and signed
2. Bid Form (Attachment C) completed and signed
3. Check List (Attachment F) completed and signed

How Do I Fill Out the Bid Form?

Use the bid form to identify your best price. You must identify your name (if an individual) or your company's name on each page of the bid form, and any attachments. Complete all of the blanks and sign the form.

You ***must*** use the bid form. Submissions without a bid form will be rejected as nonresponsive. Do not amend or add to the bid form, and do not alter the terms of the contract. We may reject modified bid forms as nonresponsive on a case-by-case basis.

You are responsible for the costs of preparing your bid. We do not accept liability for such expenses.

How Do I Submit a Bid?

You may submit a bid in one of three ways. We do not accept bids by email.

1. Personal Delivery.

You may bring the sealed bid package to the MDMR and deliver it directly to Sonja Slater on the 6th Floor. The address is:

1141 Bayview Ave.
Biloxi, Mississippi 39530

2. MAGIC.

You may submit the package electronically in the MAGIC (Mississippi's Accountability System for Government Information and Collaboration) portal at <http://www.mmrs.state.ms.us/vendors/index.shtml>. You will need to register if you have not already done so. Please allow at least 48 hours to register and submit your bid through MAGIC.

3. Mail.

If you mail the bid package, we recommend that you use certified mail with a return receipt requested. We are not responsible for lost or delayed mail. Keep in mind that packages must be **received** by the due date in order to be accepted.

Seal the envelope and label it **exactly** as follows:

**COURT REPORTING SERVICES
RFx No. 3160000736
Opening Date: 10:00 a.m. CST, December 1,
2015
Mississippi Department of Marine Resources
Attention: Sonja Slater
1141 Bayview Avenue
Biloxi, MS 39530
SEALED BID – DO NOT OPEN**

When Are Bid Submissions Due?

Your bid submission must be ***received*** by:

December 1, 2015 at 10:00 a.m. CST

If you submit by mail or personal delivery, we will mark your envelope with the date and time of receipt.

When I Submit My Bid, What Am I Certifying?

When you submit a bid, then you promise that you will accept an award if offered. You also certify that you have not communicated with any other bidder or competitor regarding your bid or the price, your intention to submit a bid, or the factors you used to calculate the bid price. You can read more about your certifications on the Bid Form, Attachment C.

What If I Submit Confidential Information?

Once information is submitted to us, it is controlled by the Mississippi Public Records Act, Miss. Code Ann. 25-61-1 *et al.* Most information is then open to the public. Only certain exempt information remains confidential.

It is good practice to segregate confidential documents from the rest of the bid package. If you have information that is exempt from the Act, then you must:

1. Mark the document as “CONFIDENTIAL” and
2. Identify the exemption in the Act, or elsewhere under Mississippi law, on which you are relying.

How Do I Amend or Withdraw My Bid?

If you made a mistake in your bid submission, then you must notify us in writing requesting to withdraw the bid. If you discover the mistake after the bid opening, you must give us all original documents and materials you used to prepare your bid within two days of the bid opening.

A request to withdraw a bid after bid opening will only be allowed if all of the following are true:

1. The bid was submitted in good faith.
2. The bid price is substantially lower than the other bidders because of the mistake.
3. The mistake was a clerical error, not a judgment error.

4. The original documents used to prepare the bid clearly show that the mistake was an unintentional error in arithmetic or omission of labor or material.

BID PROCESS

What Is the Bid Process Timeline?

Invitation for Bid Issue Date: November 10, 2015 10:00
a.m. CST

Ads to Run in the Paper: November 10, 2015 and
November 17, 2015

Questions to MDMR
Deadline: November 19, 2015, 10:00
a.m. CST

Written Answers to
Questions Posted: November 23, 2015, 10:00
a.m. CST

**Bid Package Submission
Deadline: December 1, 2015, 10:00
a.m. CST**

Bid Opening: December 1, 2015, 10:00
a.m. CST

**Notification of Successful
Bidder: December 3, 2015, 10:00
a.m. CST**

Debriefing Request Deadline: December 8, 2015, 10:00
a.m. CST

Protest Deadline: December 14, 2015, 10:00
a.m. CST

Service to Begin: December 15, 2015

Questions and Requests for Clarification November 19, 2015

If you have any questions or need clarification about this project, you must submit them to our point of contact by email or through MAGIC by November 19, 2015, 10:00 a.m. CST. All questions and answers will be published on the MDMR website <http://www.dmr.ms.gov>.

Do not contact any other MDMR staff regarding this IFB.
Your MDMR point of contact is:

Sonja Slater, Director of Procurement
Mississippi Department of Marine Resources
Email: Sonja.Slater@dmr.ms.gov

Bid Submissions Due December 1, 2015

Your bid submission must be ***received*** by:

December 1, 2015 at 10:00 a.m. CST

For more information on how to bid, see the Bid Submission section beginning on page 8.

Bid Opening December 1, 2015

The bid opening will be at 10:00 a.m. CST on December 1, 2015. At the bid opening, we will open, read, and announce the bid price of each bid. This is all that will happen. We will not discuss with any bidder the details of this solicitation, and no award will be made at the bid opening. Bid openings are open to the public.

Notification of Successful Bidder

December 3, 2015

We will award the contract to the lowest and best bidder, subject to approval by the PSCRB, if necessary. The award notification will be on December 2, 2015 at 10:00 a.m.

We will notify all bidders by mail and email of the award. We will also post the awarded bidder on our website at www.dmr.ms.gov.

Debriefing Requests

December 8, 2015 at 10:00 a.m. CST

Whether the successful bidder or not, you may request a post-award bidder debriefing. Your request must be in writing (via mail or electronic submission) and we must receive it by December 8, 2015 at 10:00 a.m.

A bidder debriefing is not a hearing. You do not need legal representation. If you wish to bring an attorney, please identify the attorney in your request. We may reschedule the meeting until a representative of the Mississippi Attorney General's Office can be present.

The topics of discussion during the debriefing are limited. We may discuss topics such as an evaluation of your bid or our selection procedures. However, we will not discuss a point-by-point comparison of you to the other bidders.

Bid Protests

December 14, 2015 at 10:00 a.m. CST

If you are an actual bidder and feel aggrieved by this IFB or the outcome, then you may file a protest with the Executive Director of the MDMR. The protest must be in writing and explain the specific reasons that you are protesting.

The Executive Director must receive protests by December 14, 2015 at 10:00 a.m. Late Bid Protests will not be considered.

ATTACHMENT A

BID COVER SHEET

The Mississippi Department of Marine Resources, on behalf of the State of Mississippi, is accepting bids for Court Reporting Services.

Bids must be submitted by 10:00 a.m. CST on December 1, 2015.

You Must Mark Your Sealed Envelope Like This:

COURT REPORTING SERVICES
RFx No. 3160000736
Opening Date: 10:00 a.m. CST, December 1,
2015
Mississippi Department of Marine Resources
Attention: Sonja Slater
1141 Bayview Avenue
Biloxi, MS 39530
SEALED BID – DO NOT OPEN

Name of Company or Individual Bidder:

Quoted by:

Signature:

Address:

City/State/Zip:

Telephone:

Fax Number:

Email Address:

If bidder is a company or firm, name and phone number of representative to be contacted by MDMR:

In addition to providing the above contact information, please answer the following questions regarding you (if individual) or your company:

What year was your court reporting business or company started?

If bidder is a company or firm, please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation (if applicable).

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

License:

Please attach a legible copy of your court reporter license.

References:

Please provide a minimum of three business references who are familiar with your work. For each reference, please provide: Name of Company or Customer; Dates of Service to Company or Customer; Contact Person; Telephone Number; Cell Number; and, Email Address. Be sure to provide current contact information for each reference, including phone number, as MDMR must be able to contact your references immediately following the bid opening.

You may submit as many references as desired and may use supplemental sheets, if necessary. MDMR will contact references in

the order listed until two references have been interviewed and Reference Score Sheets completed (*See Attachment B*). No further references will be contacted; however, you are encouraged to submit additional references to ensure that at least two references are available for interview. MDMR staff must be able to contact two references for you within 36 hours of bid opening for you to be considered responsive. Please note, the Reference Score Sheet is attached for informational purposes only. It will be completed by MDMR staff.

1.

2.

3.

4.

5.

6.

ATTACHMENT B
REFERENCE SCORE SHEET
TO BE COMPLETED BY MDMR STAFF ONLY

Bidder Name: _____

Reference Name: _____

Person Spoken To: _____

Score: _____

Was the bidder easy to work with in the scheduling and provision of court reporting services?	Yes	No
Were you satisfied with the court reporting services provided? If no, please explain.	Yes	No
Did the bidder listen when you had an issue and readily offer a solution? (If never had an issue, please check here _____.)	Yes	No
Was the bidder's court reporting services substantially free from error?	Yes	No
Would you recommend the bidder to others for court reporting services?	Yes	No

Each "yes" is one point; each "no" is zero points. Bidder must have a minimum score of "4" from three references (total of "12" points) to be considered responsible and for bidder's bid to be considered.

Called By: _____

Date and Time: _____

Notes:

ATTACHMENT C

BID FORM

COURT REPORTING SERVICES

Bid price:

\$_____ PER HOUR FOR APPEARANCE

\$_____ PER PAGE FOR TRANSCRIPT

The lowest bidder will be determined by weighting the price per hour for appearance at 30 percent and weighting the price per page for transcript at 70 percent.

By signing below, you certify that you have authority to bind the company, and further acknowledge and certify on behalf of the company:

1. That you thoroughly read and understand the Invitation for Bids and its attachments.
2. That you meet all requirements and acknowledge all the certifications contained in the IFB.
3. That you agree to all provisions of the IFB, including the contract clauses in Attachment D.

4. That you will perform the services required at the prices quoted above.
5. That, to the best of your knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
6. **NON-DEBARMENT.** By submitting a bid, you are certifying that you are not currently debarred from bidding by the state, any political subdivision of the state (towns, cities, counties, agencies, etc.), any other state, or the federal government. You also certify that you are not submitting a bid as an agent of someone so debarred.
7. **INDEPENDENT PRICE DETERMINATION.** You certify that you have not communicated with any other bidder or competitor regarding your bid or the price, your intention to submit a bid, or the factors you used to calculate the bid price.
8. **CONTINGENT FEES.** Have you retained a person to solicit or secure a state contract upon an agreement or understanding for compensation?
 - ☐ Yes
 - ☐ NoIf yes, please explain:

9. **GRATUITIES.** You represent that you have not violated, are not violating, and promise not to violate the prohibition against gratuities set forth in Section 9.105 of the Mississippi Procurement Manual available online at www.dfa.state.ms.us/Purchasing/ProcurementManual.html.

10. ACKNOWLEDGMENT OF AMENDMENTS.

You acknowledge all amendments to this IFB. Please list the amendments acknowledged by the amendment number and date:

INDIVIDUAL OR COMPANY/FIRM NAME:

SIGNATURE:

Name and Title	Date
----------------	------

ATTACHMENT D

CONTRACT CLAUSES

The following are some of the clauses that will be included in any contract arising from this IFB. By submitting a bid, you agree to be bound by these clauses (or clauses substantially similar to these) if you are awarded the project. The final contract may contain additional clauses.

Payment

Payment Processing. The MDMR makes payments within 45 days of receiving an approved invoice. Payment will not be made for services performed before the execution or after expiration of this contract.

How Payments Are Made. The MDMR makes payments electronically through the State's Accounting System (Paymode). Payments are deposited into the Contractor's chosen bank account. The MDMR may require the Contractor to electronically submit invoices and supporting documentation. The Contractor understands that the MDMR is exempt from paying taxes.

Certifications

The Contractor certifies the following:

Representation Regarding Gratuities. The Contractor has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 9.105 of the Mississippi Procurement Manual.

Representation Regarding Contingent Fees. The Contractor represents that it has not retained a person to solicit or secure a

state contract upon an agreement or understanding for compensation, except as disclosed in Contractor's bid or proposal.

Employees and Subcontracts

Independent Contractor Status. The Contractor is an independent contractor for MDMR, not an employee, agent, or partner.

Discrimination Prohibited. The MDMR is an equal opportunity employer and 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. The Contractor agrees to strictly adhere to this policy in its employment practices and provision of services.

E-Verify Program. The Contractor will ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. §§ 71-11-3. For anyone hired to perform work in Mississippi, the Contractor must register and participate in the E-Verify Program operated by the United States Department of Homeland Security. The Contractor agrees to maintain records of compliance and to provide a copy of verification to the MDMR on request. The Contractor further represents and warrants that any person assigned to perform services related to this contract meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The Contractor understands that any breach of these warranties may subject it to the following:

- a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three years, with notice of the termination being made public, or
- b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or government entity for the right to do business in Mississippi for up to one year, or

- c) both. In the event of termination, Contractor is also liable for any additional costs incurred by the state due to contract cancellation or loss of license or permit.

Access to Records

The Contractor agrees that the MDMR, or any of its duly authorized representatives, at any time during the term of this contract, has access to, and the right to audit or examine any pertinent documents, paper, and records, related to charge and performance under this contract. The Contractor agrees to refund to the MDMR any overpayments disclosed by an audit. Records must be kept for a period of three years after final payment, unless the MDMR authorizes earlier disposal. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it.

Contractor Personnel

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

Requirements Contract

During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the Agency shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current

expectations of the Agency for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the Agency is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the Agency may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

Termination

The MDMR may terminate the contract for any of the following reasons:

- A. for default;
- B. for convenience;
- C. for insufficient funds; or
- D. by mutual agreement.

Termination for Default. If the MDMR determines that the Contractor has breached any provision of this contract, or it appears that the project deadlines will not be met, the MDMR may notify the Contractor in writing of the delay or nonperformance. The writing must provide a time period for cure. If the Contractor does not cure in the time specified, then the MDMR may terminate all or part of the contract. The MDMR may then procure similar supplies or services from another vendor. The Contractor must continue performance of the contract to the extent it is not terminated and is liable for MDMR's excess costs to procure similar goods or services.

Termination for Convenience. The MDMR may, when the interests of the state so require, terminate this contract in whole or in part, for the convenience of the state.

Termination for Insufficient Funds. The MDMR's obligations under this contract are conditioned on the appropriation of funds by the state or federal government. If the anticipated funds are ever insufficient or there is a material alteration in the funded program, then the MDMR may terminate this agreement with 10 day's written notice to the Contractor. If the MDMR terminates the contract under this subsection, then it does so without any damage, penalty, cost, or expense.

Mutual Termination. Upon agreement of both parties, the contract can be terminated immediately.

Force Majeure. Each party is excused from performance of 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 the party or its contractors. Force majeure events include acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters. When such a cause arises, the Contractor must notify the MDMR 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 automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the MDMR determines it to be in its best interest to terminate the contract.

In Case of Termination. On the date of termination, the Contractor incurs no further obligations regarding the terminated portion of the work. The MDMR will pay for completed services at the contract price. The MDMR may withhold such sums as the MDMR considers necessary to protect the state against loss because of outstanding liens or claims of former lien holders and to reimburse the MDMR for the excess costs incurred in procuring similar goods and services.

On termination, the Contractor must do all of the following:

1. Terminate outstanding orders and subcontracts as they relate to the terminated work.
2. Settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work.
3. Take timely, reasonable, and necessary action to protect and preserve property in its possession in which the state has an interest.
4. Assign the Contractor's rights, titles, and interest under terminated orders or subcontracts to the state, if requested by the MDMR.
5. If the termination is just for a portion of the work, then complete the non-terminated work duties.

Stop Work Order

Order to Stop Work

The MDMR may require the Contractor to stop all work or any part of the work called for by this contract. The order must be identified as a "stop work order" and cite this section of the contract. The written stop work order must not exceed 90 days, unless the parties agree to a longer period. The MDMR may issue the order at any time and without notice to any surety.

The Contractor must comply with the stop work order and take all reasonable steps to minimize costs allocable to the order. Before the stop work order expires, the MDMR may either:

- a) cancel the stop work order; or
- b) terminate the work covered by the order. If MDMR elects to terminate for default, it does not need to issue a new notice and may terminate immediately.

Cancellation or Expiration of the Order

If a stop work order expires or is cancelled, the Contractor may resume work. An appropriate adjustment may be made in the delivery schedule and price if:

1. the stop work order results in an increase in the time or cost required for performance of this contract;
2. the Contractor asserts a claim for an adjustment within 30 days after the end of the period of work stoppage. The MDMR may waive this time requirement if it decides that the facts justify such an action; and
3. the modifications are put in writing and signed by the parties.

Confidentiality

Confidentiality. The Contractor must not use or disclose any confidential information. However, nothing in this section precludes the Contractor from disclosing or using confidential information, if:

- a) The confidential information is available to the public or in the public domain at the time of such disclosure or use, without breach of this Agreement;
- b) Disclosure of the confidential information is required to be made by any law, regulation, governmental authority or court; or
- c) The confidential information was received by the Contractor after termination of the service period from a third party that had a lawful right to disclose it to the Contractor.
- d) Contractor must not disclose or discuss the contents of any personnel file except to MDMR personnel that are authorized to receive and review such information.

Transparency. This contract, including all attachments, is under the Mississippi Public Records Act of 1983 (Miss. Code Ann. §§ 25-61-1 *et seq.* and § 79-23-1) and the Mississippi Accountability and

Transparency Act of 2008 (Miss. Code Ann. §§ 27-104-151 *et seq.*). Unless exempted by a court-issued protective order, a copy of this contract will be posted to the Department of Finance and Administration's website for public access at www.transparency.mississippi.gov. Information identified by the Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required to be kept confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted. In the event the MDMR receives a public records request for documents containing information identified by the Contractor as trade secrets or proprietary information, the MDMR will notify the Contractor who will be given a reasonable time to obtain a court order protecting the information. See Mississippi Code Annotated § 25-61-9(1).

Liability and Indemnification

Liability and Indemnity. The Contractor assumes all liability for work to be performed and for breach of any of the terms of this Agreement. **The Contractor agrees to indemnify, hold harmless and defend the State of Mississippi, MDMR and any and all of its affiliates, directors, officers, agents or employees from and against all loss, injury, damage and legal liability including attorneys' fees and other costs of defense, arising out of any breach of confidentiality, negligent act, error or omission of Contractor, its employees or representatives.** Contractor assumes all liability for workers' compensation and employers' liability coverage for its own employees. Contractor is responsible for and holds MDMR harmless from loss of or damage to Contractor's or Contractor's tools and equipment and rented items which are used or intended for use in performing work, and for any consequential, special or indirect damages, or loss of anticipated profits sustained by Contractor or its independent contractors. Contractor must comply with all applicable laws and government regulations, including OSHA and comparable state requirements.

Attorneys' Fees and Expenses. Subject to other terms and conditions of this contract, in the event the Contractor defaults in any obligations under this contract, the Contractor must pay to the MDMR all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the MDMR in enforcing this contract or otherwise reasonably related thereto. Contractor agrees that under no circumstances is the MDMR or the State of Mississippi obligated to pay any attorneys' fees or costs of legal action to the Contractor.

Miscellaneous

Severability. Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement remains in full effect.

Entire Agreement. This Agreement and its attachments are the entire understanding between the parties.

Changes. The parties can amend this Agreement only by a written document signed by both parties.

No Delegation (Subcontracting). The Contractor acknowledges that it was selected by the MDMR to perform the work based upon the Contractor's special skills and expertise. The Contractor must not delegate its duties under this Agreement in whole or in part without the prior written consent of the MDMR. The MDMR may, in its sole discretion, approve, approve with conditions, or deny consent without reason. Any attempted delegation or transfer of its obligations without consent is null and void. No approval by the MDMR of any subcontract is consent to increase the maximum price of this contract.

Applicable Law. This Agreement is governed and interpreted by Mississippi law. Any lawsuit arising directly or indirectly out of this Agreement must be litigated in the state courts of Mississippi. The Agreement is further governed by the Mississippi Procurement

Manual, a copy of which is available online at
www.dfa.state.ms.us/Purchasing/ProcurementManual.html.

Attachment E

2015-2016

July Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	August Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	September Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	October Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
November Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	December Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	January Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	February Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29
March Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	April Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	May Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	June Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

Schedule of Events

July 10, 2015 – Mail Out	January 8, 2016 – Mail Out
July 21, 2015 – CMR Meeting	January 19, 2016 – CMR Meeting
August 7, 2015 – Mail Out	February 5, 2016 – Mail Out
August 18, 2015 – CMR Meeting	February 16, 2016 – CMR Meeting
September 4, 2015 – Mail Out	March 4, 2016 – Mail Out
September 15, 2015 – CMR Meeting	March 15, 2016 – CMR Meeting
October 9, 2015 – Mail Out	April 8, 2016 – Mail Out
October 20, 2015 – CMR Meeting	April 19, 2016 – CMR Meeting
November 6, 2015 – Mail Out	May 6, 2016 – Mail Out
November 17, 2015 – CMR Meeting	May 17, 2016 – CMR Meeting
December 4, 2015 – Mail Out	June 10, 2016 – Mail Out
December 15, 2015 – CMR Meeting	June 21, 2016 – CMR Meeting

ATTACHMENT F

**Checklist of Submitted
Documentation**

	Initials
Minimum of Three References Submitted	
Registered with MAGIC	
Insurance Requirements Met, if applicable	
Registered with Mississippi Secretary of State	

Signed: _____

Printed Name: _____

Date: _____