**REQUESTS FOR PROPSALS**

RFP Number: **3120000994**

To Provide: Statewide Trainings and Short Courses for Water Operators

**Issue Date: 05/05/2017**

**CLOSING LOCATION**

Mississippi State Department of Health

570 East Woodrow Wilson

Jackson, MS 39216

**PROPOSAL COORDINATOR**

Romelle Britton, Certification Director

Telephone: 601-576-7518

Fax: 601-576-7822

E-Mail: [romelle.britton@msdh.ms.gov](mailto:romelle.britton@msdh.ms.gov)

**CLOSING DATE AND TIME**

Proposals must be received by 12:00 p.m., CST on 05/24/2017

**SECTION 1**

**1.1 Proposal Acceptance Period**

The original and three (3) copies of the proposal, four (4) copies total, shall be signed and submitted in a sealed envelope or package to the Mississippi State Department of Health, Bureau of Public Water Supply, 570 E Woodrow Wilson, Room U 232 Jackson, Mississippi 39216 no later than the time and date specified for receipt of proposals. Timely submission is the responsibility of the respondent. Proposals received after the specified time shall be rejected and returned to the respondent unopened. The envelope or package shall be marked with the proposal opening date and time, and the number of the request for proposals. The time and date of receipt shall be indicated on the envelope or package by the Mississippi State Department of Health, Bureau of Public Water Supply. Each page of the proposal and all attachments shall be identified with the name of the respondent. Modifications or additions to any portion of the procurement document may be cause for rejection of the proposal. The Mississippi State Department of Health, Bureau of Public Water Supply reserves the right to decide, on a case-by-case basis, whether to reject a proposal with modifications or additions as non-responsive. As a precondition to proposal acceptance, the Mississippi State Department of Health, Bureau of Public Water Supply may request the respondent to withdraw or modify those portions of the proposal deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

**1.1.1 Timeline**

* Advertisement Dates: 05/05/2017 & 05/12/2017
* Proposal Submission Deadline: 05/24/2017 @ 12:00 p.m., CST
* Proposal Opening: 05/24/2017 @ 2:00 p.m., CST

The Mississippi State Department of Health, Bureau of Public Water Supply reserves the right to amend and adjust this schedule, as it deems necessary.

**1.1.2 Rejection of Proposals**

Proposals which do not conform to the requirements set forth in this Request for Proposals may be rejected by Mississippi State Department of Health, Bureau of Public Water Supply. Proposals may be rejected for reasons which include, but are not limited to, the following:

1. The proposal contains unauthorized amendments to the requirements of the Request for Proposals.
2. The proposal is conditional.
3. The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous.
4. The proposal is received late.
5. The proposal is not signed by an authorized representative of the party.
6. The proposal contains false or misleading statements or references.
7. The proposal does not offer to provide all services required by the Request for Proposal.

**1.2 Expenses Incurred in Preparing Offers**

The Mississippi State Department of Health, Bureau of Public Water Supply accepts no responsibility for any expense incurred by the respondent in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the respondent.

**1.3 Proprietary Information**

The respondent should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated §§ 25-61-9 and 79-23-1 (1972, as amended). Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.

**1.4 Registration with Mississippi Secretary of State**

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

**1.5 Debarment**

By submitting a proposal, the respondent certifies that it is not currently debarred from submitting proposals 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 proposals for contracts issued by any political subdivision or agency of the State of Mississippi.

**1.6 Competitive Proposals**

Discussions may be conducted with respondents who submit proposals determined to be reasonably susceptible of being selected for award. Likewise, the Mississippi State Department of Health, Bureau of Public Water Supply also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of proposed terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

**1.7 Additional Information**

Questions about the contract portions of the procurement document must be submitted in writing to Romelle Britton at P.O. Box 1700 Jackson MS 39215-1700/ fax 601-576-7822/ email [romelle.britton@msdh.ms.gov](mailto:romelle.britton@msdh.ms.gov). Questions concerning the technical portions of the procurement document should be directed to Romelle Britton at P.O. Box 1700 Jackson MS 39215-1700/ fax 601-576-7822/ email [romelle.britton@msdh.ms.gov](mailto:romelle.britton@msdh.ms.gov). Respondents are cautioned that any statements made by contact persons that cause a material change to any portion of the procurement document shall not be relied upon unless subsequently ratified by a formal written amendment to the procurement document.

**1.8 Type of Contract**

Compensation for services will be in the form of a firm fixed-price agreement.

**1.9 Written Proposal**

All Proposals shall be in writing.

**SECTION 2**

**2.1 Purpose**

The Mississippi State Department of Health, Bureau of Public Water Supply is seeking to establish a contract for conducting statewide trainings for water operators of Mississippi’s public water systems. Additionally, the contractor will conduct two one-week waterworks operators’ short courses per year to prepare waterworks operators to take the Mississippi State Department of Health’s waterworks operator certification examinations. It is understood that any contract resulting from **RFP 3120000994** requires approval by the Personal Service Contract Review Board. If any contract resulting from **RFP 3120000994** is not approved by the Personal Service Contract Review Board, it is void and no payment shall be made.

**2.2 Scope of Services**

Devise a written proposal that clearly and fully explains how the contractor will complete the items listed below:

**2.2.1** The contractor will develop a training program that is geographically distributed throughout the state of Mississippi.

**2.2.2** The contractor will make all arrangements related to conducting the statewide training program to include, but not limited to, conducting six (6) one-day (six hours of training per session) training sessions statewide, submitting to the Mississippi State Department of Health, Bureau of Public Water Supply, Waterworks Operator Training Submittal Form 457, for training approval 45 days prior to the training session. Contractor will submit training attendance sheet to the Mississippi State Department of Health’s, Bureau of Public Water Supply approved operator database contractor within two weeks of completion of training. The Mississippi State Department of Health, Bureau of Public Water Supply will have input in the selection of topics and speakers for CEU classes, especially the CEU classes offered at short courses.

**2.2.3** The contractor will provide all training aids (audio-visual, etc.) required for the training program. The contractor will make all necessary local arrangements for each training session to include rental space when necessary. All training materials needed for effective participation will be provided by the contractor.

**2.2.4** The contractor will provide the Mississippi State Department of Health, Bureau of Public Water Supply with a report of activities conducted under this contract. The report will include, but not be limited to, details of training sessions conducted, number of attendees and related problems that occurred during or as part of the training session and the solution. A training program evaluation form will be developed and used by the contractor. The form will be provided to each attendee at the end of each training session. A consolidated report will be submitted to the Mississippi State Department of Health for review along with the report.

**2.2.5** Two one-week waterworks operator short courses per year will be conducted by the contractor to prepare waterworks operators to take the Mississippi State Department of Health’s Waterworks Operator Certification Examinations. The locations of the short courses will be determined by the Mississippi State Department of Health, Bureau of Public Water Supply. The contractor will establish and provide an approved advertising program for notifying water operators and water systems of scheduled short courses, establish and conduct registration activities for the short course and certification exam.

**2.2.6** The contractor will make all arrangements related to conducting these short courses to include, but not limited to, securing adequate training and testing facilities at each short course. Establishing and providing an approved advertising program for notifying water operators and water systems of scheduled short courses, establishing and conducting registration activities for the short course and certification exam. The facilities must be able to accommodate separate classes for Classes A, B, C and two classes for D. There must also be adequate space for administering the certification exam. Additionally, a separate instructor private preparation space must be provided at each short course location large enough to accommodate a minimum of 10 persons. Furthermore, the contractor should make provisions to have an alternate space available in the event initial facilities are shown to be inadequate. Anytime within a month of a scheduled short course, the contractor becomes aware that proposed facilities fail to meet the training needs of section 2.2.6, contractor will immediately inform the Mississippi State Department of Health, Bureau of Public Water Supply of the situation so possible alternatives may be compiled and acted upon.

**2.2.7** All necessary training aids for instructors such as video projectors, projection screens, computers, white boards, etc. will be provided by the contractor. Any aids needed to assist in administering the certification exam such as overhead projectors, whiteboards, etc. will also be provided by the contractor.

**2.2.8** A written report following each short course using a format approved by the Mississippi State Department Health will be provided by the contractor. The report will accompany payment requests to the Mississippi State Department of Health. It will include the number of attendees at the short course by Class and the number taking the certification exam. Any fees associated with ordering certification exams will be paid by the contractor. Each payment will be for the pro rata share of the annual work required by the contract. Review sessions between the Mississippi State Department of Health and contractor will be conducted by the contractor following each short course to assess the contract’s progress, make plans for the next short course and make adjustments as necessary.

**2.3 Term**

The term of the contract shall be for a period of 12 months. Upon written agreement of both parties at least 60 days prior to each contract anniversary date, the contract may be renewed by the Mississippi State Department of Health for a period of one (1) successive one-year period(s) under the same prices, terms, and conditions as in the original contract subject to approval by PSCRB. The total number of renewal years permitted shall not exceed one (1) year.

**2.3.1 Multi-Term Contracts**

Unless otherwise provided by law, a contract for services may be entered into for a period of time not to exceed four (4) years with an option to renew for one (1) year, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds.

**2.3.1.1 Requirements**

1. During the period of the contract, the contractor will provide all the services described in the contract;
2. A unit price shall be given for each service, and that unit price shall be the same throughout the contract.
3. A multi-term contract will be canceled if funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period succeeding the first; however, this does not affect either the State’s right or the contractor’s rights under any termination clause in the contract.
4. The Procurement Officer must notify the contractor on a timely basis that the funds are or are not available for the continuation of the contract for each succeeding fiscal period.
5. A multi-term contract may be awarded for a period of one (1) year based on the performance of the contractor, successful completion of the terms the contract, and availability of funds.

**SECTION 3**

**3.1 Insurance**

The successful vendor shall maintain at least the minimum level of workers’ compensation insurance, comprehensive general liability or professional liability insurance, with minimum limits of $0.00 per occurrence and fidelity bond insurance with minimum limits of $0.00. All workers’ compensation, comprehensive general liability, professional liability, and fidelity bond insurance will provide coverage to the Mississippi State Department of Health as an additional insured. The Mississippi State Department of Health, Bureau of Public Water Supply reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance. The vendor shall be prepared to provide evidence of required insurance upon request by the Mississippi State Department of Health, Bureau of Public Water Supply at any point during the contract period and should consult with legal counsel regarding its obligations.

**SECTION 4**

**4.1 Written Proposals Shall Contain the Following Minimum Information**

1. The name of the respondent, the location of the respondent’s principal place of business and, if different, the place of performance of the proposed contract;
2. The age of the respondent’s business and average number of employees over a previous period of time, as specified in the Request for Proposal;
3. The qualifications, including licenses, certifications, education, skills, and

experience of all persons who would be assigned to provide the required services; and,

1. 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,
2. A plan giving as many details as is practical explaining how the services will be performed.

**4.2 Evaluation Procedure**

**4.2.1 Step One:**

Proposals will be reviewed to assure compliance with the minimum specifications. Proposals that do not comply with the minimum specifications will be rejected immediately, receiving no further consideration.

**4.2.1.1 Responsive Respondent**

Respondent must submit a proposal which conforms in all material respects to the Request for Proposals, **RFP 3120000994**, as determined by the Mississippi State Department of Health.

**4.2.1.2 Responsible Respondent**

Respondent must have capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance, as determined by Mississippi State Department of Health, Bureau of Public Water Supply.

**4.2.2 Step Two**

Proposals that satisfactorily complete Step One will be reviewed and analyzed to determine if the proposal adequately meets the needs of Mississippi State Department of Health, Bureau of Public Water Supply. Factors to be considered are as follows:

1. The plan for performing the required services; 20%
2. Ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services; 30%
3. The personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting; 25%
4. A record of past performance of similar work; and, 10%
5. Price. 15%

**4.2.3 Step Three**:

The Mississippi State Department of Health ‘s Executive Director or his/her designee will contact the respondent with the proposal which best meets Mississippi State Department of Health, Bureau of Public Water Supply’s needs (based on factors evaluated in Step Two) and attempt to negotiate an agreement that is deemed acceptable to both parties.

**4.3 The Following Response Format Shall Be Used for All Submitted Proposals:**

1. **Management Summary:** Provide a cover letter indicating the underlying philosophy of the firm in providing the service.
2. **Proposal:** Describe in detail how the service will be provided. Include a description of major tasks and subtasks.
3. **Corporate experience and capacity:** Describe the experience of the firm in providing the service, give number of years that the service has been delivered,

and provide a statement on the extent of any corporate expansion required to handle the service.

1. **Personnel:** Attach resumes' of all those who will be involved in the delivery of service (from principals to field technicians) that include their experience in this area of service delivery. Indicate the level of involvement by principals of the firm in the day-to-day operation of the contract.
2. **References:** Give at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past three (3) years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person.
3. **Acceptance of conditions:** Indicate any exceptions to the general terms and conditions of the proposal document and to insurance, bonding, and any other requirements listed.
4. **Additional data:** Provide any additional information that will aid in evaluation of the response.
5. **Cost data:** Estimate the annual cost of the service. Cost data submitted at this stage is binding and is subject to negotiation if your firm is chosen as a finalist. Include the number of personnel proposed to be assigned to the contract and the total estimated cost of the labor portion of the contract (include a sample staffing chart). Identify all non-labor costs and their estimated totals.

**4.4 Nonconforming Terms and Conditions**

A proposal response that includes terms and conditions that do not conform to the terms and conditions in the proposal document is subject to rejection as non-responsive. The Mississippi State Department of Health, Bureau of Public Water Supply reserves the right to permit the respondent to withdraw nonconforming terms and conditions from its proposal response prior to a determination by the Mississippi State Department of Health, Bureau of Public Water Supply of non-responsiveness based on the submission of nonconforming terms and conditions.

**4.5 Conditioning Proposal Upon Other Awards**

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

**4.6 Award**

Award shall be made to the responsible respondent whose proposal is determined in writing, within three (3) days, to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in the Request for Proposal. No other factors or criteria shall be used in the evaluation.

**4.6.1 Notification**

All participating vendors will be notified of the Mississippi State Department of Health, Bureau of Public Supply’s intent to award a contract. In addition, the Mississippi State Department of Health, Bureau of Public Water Supply will identify the selected vendor. Notice of award is also made available to the public.

**SECTION 5**

**5.1 Post-Award Vendor Debriefing**

A respondent, 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 Director of the Mississippi State Department of Health’s, Bureau of Public Water Supply 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 typically occurs within five (5) business days of receipt of the request. If a respondent prefers to have legal representation present, the respondent must notify the Director of the Mississippi State Department of Health, Bureau of Public Water Supply in writing and identify its attorney by name, address, and telephone number. The Mississippi State Department of Health, Bureau of Public Water Supply will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General can be present.

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-114 through 7-114.07, Post-Award Vendor Debriefing, of the *Personal Service Contract Review Board’s Rules and Regulations*.

**5.2 Protest of Award**

Any actual or prospective respondent or contractor who is aggrieved in connection with this solicitation or the outcome of the Request for Proposals may file a protest with the Proposal Coordinator, Romelle Britton, Certification Director. The protest shall be submitted on or before June 2, 2017, 12:00 .p.m., CST in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests must be in writing, dated, signed by the respondent or an individual authorized to sign contracts on behalf of the protesting respondent, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) or regulation(s), and/or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting respondent must provide facts and evidence to support the protest. A protest is considered filed when received by the Proposal Coordinator, Romelle Britton, via either U.S. mail, postage prepaid, or personal delivery. Protests filed after 12:00 p.m., CST June 2, 2017, will not be considered.

**5.3 Required Contract Terms and Conditions**

Any contract entered into between a Contracting Agency and a vendor/respondent shall include the required clauses found in **Attachment B** and those required by the *Personal Service Contract Review Board’s Rules and Regulations* as updated.

**5.4 Optional Contract Terms and Conditions**

Any contract entered into between a Contracting Agency and a vendor/respondent may have, at the discretion of the Contracting Agency, the optional clauses found in **Attachment C** and those within the *Personal Service Contract Review Board’s Rules and Regulations* as updated.

**5.5 Mississippi Contract/Procurement Opportunity Search Portal**

This Request for Proposals, and the questions and answers concerning this Request for

Proposals, are posted on the Contract/Procurement Opportunity Search Portal.

**5.6 Attachments**

The attachments to this Request for Proposals are made a part of this Request for

Proposal as if copied herein in words and figures.

By signing below, the Company Representative certifies that he/she has authority to bind the

company, and further acknowledges on behalf of the company:

1. That he/she has thoroughly read and understands this Request for Proposals,

RFP 3120000994, and the attachments herein;

1. That the company meets all requirements and acknowledges all certifications contained in this Request for Proposals, RFP 3120000994, and the attachments herein;
2. That the company agrees to all provisions of this Request for Proposals,

RFP 3120000994, and the attachments herein;

1. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Request for Proposals.

**Printed Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature/Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT A**

**Certifications and Assurances**

I/We make the following certifications and assurances as a required element of the offer to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. **REPRESENTATION REGARDING CONTINGENT FEES**

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

1. **REPRESENTATION REGARDING GRATUITIES**

The Respondent or Contractor represents that it **has/has not** violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

1. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

1. **PROSPECTIVE CONTRACTOR’S REPRESENTATION REGARDING CONTINGENT FEES**

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

**Name/Title: \_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature/Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**ATTACHMENT B**

**Required Clauses for Service Contracts Resulting from this Request for Proposal**

1. Acknowledgement of Amendments. Responders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgement must be received the Mississippi State Department of Health Bureau of Public Water Supply by the time and at the place specified for receipt of the proposals.
2. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.
3. Availability of Funds. It is expressly understood and agreed that the obligation of the Agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Agency, the Agency shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
4. Compliance with Laws. Contractor understands that the Agency is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be

subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

1. E-Payment. Contractor agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated

§ 31-7-305.

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

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

1. Paymode. Payments by state agencies using the State’s accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor’s choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
2. Procurement Regulations. The contract shall be governed by the applicable provisions of the *Mississippi Personal Service Contract Review Board Rules and Regulations*, a copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>.
3. 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 proposal.
4. Representation Regarding Gratuities. 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 Personal Service Contract Review Board Rules and Regulations*.
5. Stop Work Order.

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

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:

1. the stop work order results in an increase in the time required for, or in Contractor’s cost properly allocable to, the performance of any part of this contract; and,
2. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

*c. Termination of Stopped Work:* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs

resulting from the stop work order shall be allowed by adjustment or otherwise.

1. Termination for Convenience.
2. *Termination*. The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
3. *Contractor's Obligations*. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor’s right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
4. Termination for Default.
5. *Default*. If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor’s right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
6. *Contractor's Duties*. Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
7. *Compensation*. Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
8. *Excuse for Nonperformance or Delayed Performance*. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.

If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor’s progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-price contracts, “Termination for Convenience”. (As used in this Paragraph of this clause, the term “subcontractor” means subcontractor at any tier).

1. *Erroneous Termination for Default*. If, after notice of termination of Contractor’s right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
2. *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.
3. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by Agency upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
4. 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.
5. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq*. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.