**Appendix A – *Draft Design, Print, and Direct Mail Services Contract***

NOTE: CLAUSES IN BLUE TYPE ARE NOT NEGOTIABLE.

DESIGN, PRINT, AND DIRECT MAIL SERVICES CONTRACT

This Design, Print, and Direct Mail Services Contract (Contract) is made by and between the Mississippi Department of Finance and Administration (DFA), a state agency, whose address is 501 North West Street, Suite 1301 Woolfolk Building, Jackson, Mississippi 39201, and \_\_\_VENDOR\_\_\_ whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, under which \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ agrees to provide services to the DFA beginning September 1, 2015, subject to the following terms and conditions:

# Scope of Service

The Vendor agrees, at the request of DFA, to assist the staff of DFA by providing the following services:

1. The following projects are estimated for each year of the contract period:
2. Three four-page newsletters - A self-mailer 8 ½" x 11" two-color or four-color newsletter of four printed pages on one bi-folded 11" x 25 ½", folded down to 5 ½" x 8 ½", to be printed, labeled and delivered to an appropriate USPS postal facility for bulk mailing - Estimated Quantity: 137,000
3. One six-page newsletter - A self-mailer 8 ½" x 11" two-color or four-color newsletter of six printed pages on one tri-folded 11" x 25 ½", folded to 5 ½" x 8 ½", to be printed, labeled and delivered to an appropriate USPS postal facility for bulk mailing - Estimated Quantity: 137,000
4. One Plan Document booklet - A self-mailer 8 ½" x 11" one-color (with two-color cover) booklet containing approximately 100 printed pages saddled-stitched or glue bound, to be printed, stored and mailed as requested - Estimated Quantity: 5,000
5. One Plan Document letter - A single sided 8 ½" x 11" two-color or four-color letter to be folded, inserted into Business No. 10 envelopes, labeled and delivered to an appropriate USPS postal facility for bulk mailing - Estimated Quantity: 137,000
6. All quantities referenced are estimates, and can be expected to increase or decrease slightly throughout the term of the contract. Material changes to project specifications may be subject to negotiated pricing adjustments. The DFA reserves the right to modify or cancel any of the aforementioned projects without penalty.
7. For the projects listed above, sufficient advance notice will be provided to the Vendor in order to facilitate scheduling. All design, printing, labeling and mailing of documents should be according to DFA’s specifications and schedule.
8. Prior to each mailing project, DFA will provide a current, updated mailing list of approximately 137,000 records, using appropriate storage media.
9. The Vendor must have the capacity to edit the mailing list in order to correct or eliminate undeliverable addresses, identify and remove duplications, and shall be responsible for CASS certification of the addresses on each mailing list and all other applicable postal regulations, and perform appropriate formatting, merging, purging, and sorting to the mailing list to qualify mail pieces for maximum postal discounts and deliverability.
10. The Vendor shall maintain, in a secure environment, printed material to be processed for mailings and must have sufficient equipment and available space to accept large shipments of printed documents. The Vendor shall be responsible for the safekeeping of such material until delivered to an appropriate postal facility or to DFA, as directed.
11. The Vendor is responsible for delivery of sorted, labeled items to an appropriate postal facility, within the deadlines agreed upon by the Vendor and DFA before each project begins.
12. DFA anticipates possible additional mail-outs consisting of post cards, pre-stuffed envelopes, as well as items to be folded and/or inserted into envelopes (or tabbed to be processed as self-mailer). Specifications for any additional projects will be determined as needed by DFA.
13. For each project, copy and any preferred design concepts will be provided by the DFA to the Vendor in Microsoft Word or similar format. The Vendor will be responsible for designing each project, incorporating all copy and any preferred design concepts provided by the DFA.

# Contract Term

1. The effective date of this Contract will be September 1, 2015. The term of the Contract will be four (4) years with an option to renew for one (1) additional year at the DFA’s discretion. By March 1, 2019, the DFA will notify the Vendor, in writing, of the DFA’s intent regarding renewal of the Contract for one (1) additional year.
2. This Contract may be terminated by either party, with or without cause, upon at least thirty (30) days prior written notice of intent to terminate provided to the other party.
3. All records and information provided by the DFA or through its vendors to the Vendor are the sole property of the DFA and shall be returned to the DFA within thirty (30) days of the termination date of this Contract if so required by the DFA. The Vendor shall be entitled to retain and utilize data that have been captured, computed, or stored in the Vendor’s databases to the extent that such data cannot be identified or linked to the DFA with the restrictions described in Item 1, “Confidential Information” of this Contract to apply.

# Consideration

The DFA agrees to compensate the Vendor for services approved by the DFA and performed by the Vendor under the terms of this Contract as follows:

1. The administrative fees listed in Exhibit A - Fee Schedule, of this Contract shall constitute the entire compensation due to the Vendor for services and all of the Vendor’s obligations hereunder regardless of the difficulty, materials, or equipment required. The unit rates include, but are not limited to, all applicable taxes, fees, general office expense, travel, overhead, profit, and all other direct and indirect costs, incurred or to be incurred, by the Vendor. No additional compensation will be provided by the DFA for any expense, cost, or fee not specifically authorized by this Contract, or by written authorization from the DFA.
2. The unit rates listed in Exhibit A - Fee Schedule, of this Contract are firm for the duration of this Contract and are not subject to escalation for any reason, unless this Contract is duly amended.
3. The DFA shall not provide any prepayments or initial deposits in advance of services being rendered. Only those services agreed to by Contract shall be considered for reimbursement or compensation by the DFA. Payment for any and all services provided by the Vendor to the DFA shall be made only after said services have been duly performed and properly invoiced.

In consideration for the services provided by the Vendor under this Contract, the DFA shall compensate the Vendor through fees illustrated in Exhibit A – Fee Scheduleof this Contract. In accordance with State law and applicable Contract conditions, the DFA will compensate the Vendor such fees after the appropriate services have been rendered. The Vendor must submit all invoices, in a form acceptable to the DFA with all the necessary supporting documentation, prior to any payment to the Vendor of any fees. Fees must be invoiced in sufficient detail and format as determined by the DFA. Such invoices shall include, at a minimum, a description of the service(s) provided, the quantity or number of units billed, the compensation rate, the time period in which services were provided, total compensation requested for each individual service being billed, and total fees requested for the period being invoiced. Upon the effective date of termination of this Contract, the Vendor’s obligation to provide any further services under this Contract shall cease. The Vendor shall, however, remain liable for any obligations arising hereunder prior to the effective date of such termination.

1. The payment of an invoice by the DFA shall not prejudice the DFA’s right to object or question any invoice or matter in relation thereto. Such payment by the DFA shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any costs invoiced therein. The Vendor’s invoice or payment shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the DFA not to constitute allowable costs. Any payment shall be reduced for overpayment, or increased for underpayment on subsequent invoices. For any amounts which are or shall become due and payable to the DFA by the Vendor, the DFA reserves the right to (1) deduct from amounts which are or shall become due and payable to the Vendor under Contract between the parties; or (2) request and receive payment directly from the Vendor within fifteen (15) days of such request, at the DFA’s sole discretion.
2. The DFA reserves the right to deduct from amounts which are or shall become due and payable to the Vendor under this Contract between the parties any amounts which are or shall become due and payable to the DFA by the Vendor. Notwithstanding anything to the contrary herein, any reduction of payments to the Vendor shall be made only with the prior agreement of both parties. In addition, in the event of termination of this Contract for any reason, the Vendor shall be paid for services rendered and allowable expenses incurred up to the effective date of termination.

# E-Payment

**The Vendor agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. The DFA agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies”, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice. Miss. Code Ann. § 31-7-301, et seq. (1972, as amended). These payments shall be deposited into the bank account of the Vendor’s choice. The DFA may, at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Contract. The Vendor understands and agrees that the DFA is exempt from the payment of taxes.**

# Availability of Funds

**It is expressly understood and agreed that the obligation of the DFA to proceed under this Contract is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the Contract are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the DFA, the DFA shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Contract without damage, penalty, cost or expenses to the DFA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.**

# Record Retention and Access to Records

**The Vendor agrees that the DFA or any of its duly authorized representatives at any time during the term of this Contract shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor’s charges and performance under this Contract. All records related to this Contract shall be kept by the Vendor for a period of three (3) years after final payment under this Contract and all pending matters are closed unless the DFA authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Contract has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the DFA any overpayment disclosed by any such audit arising out of or related in any way to this Contract.**

# 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 Vendor shall comply with applicable federal, state, and local laws and regulations.**

# Anti-Assignment/Subcontracting

The Vendor acknowledges that it was selected by the DFA to perform the services required hereunder based, in part, upon the Vendor’s special skills and expertise. The Vendor shall not assign, subcontract, or otherwise transfer this Contract, in whole or in part, without the prior written consent of the DFA, which the DFA may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the DFA of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the DFA in addition to the total fixed price agreed upon in this Contract. Subcontracts shall be subject to the terms and conditions of this Contract and to any conditions of approval that the DFA may deem necessary. Subject to the foregoing, this Contract shall be binding upon the respective successors and assigns of the parties.

# Compliance with Laws

**The Vendor understands that the DFA is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Contract that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Contract shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.**

# Confidential Information

“Confidential Information” includes: (a) those materials, documents, data, and other information which the Vendor has designated in writing as proprietary and confidential; and (b) all data and information which the Vendor acquires as a result of its contact with and efforts on behalf of the DFA and any other information designated in writing as confidential by the DFA.

Each party to this Contract agrees to the following:

1. to protect all confidential information provided by one party to the other;
2. to treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or federal law; and,
3. except as otherwise required by law, not to publish or disclose such information to any third party without the other party’s written permission; and,
4. to do so by using those methods and procedures normally used to protect the party’s own confidential information.

Any liability resulting from the wrongful disclosure of confidential information on the part of the Vendor or its subcontractor shall rest with the Vendor.

# 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 provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 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 Vendor 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. A fully executed copy of this Contract shall be posted to the State of Mississippi’s accountability website at:** [**http://www.transparency.mississippi.gov**](http://www.transparency.mississippi.gov)**.**

# E-Verification

**If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008), 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 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. The Vendor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. The Vendor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The Vendor understands and agrees that any breach of these warranties may subject the Vendor to the following:**

1. **termination of this Contract 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 the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,**
3. **both. In the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit.**

# Independent Contractor

The Vendor shall perform all services as an Independent Contractor and shall at no time act as an agent for the DFA. No act performed or representation made, whether oral or written, by the Vendor with respect to third parties shall be binding on the DFA. Neither the Vendor nor his employees shall, under any circumstances, be considered servants, agents, or employees of the DFA; the DFA shall not at any time be legally responsible for any negligence or other wrongdoing by the Vendor, his servants, agents, or employees.

# Modification or Renegotiation

**This Contract may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Contract if federal, State and/or the DFA revisions of any applicable laws or regulations make changes in this Contract necessary.**

# 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 Street, Suite 800, Jackson, MS, 39201 for inspection or downloadable at** [**www.mspb.ms.gov**](http://www.mspb.ms.gov)**.**

# Representation Regarding Contingent Fees

**The Vendor represents that he has not retained a person to solicit or secure a DFA contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.**

# Representation Regarding Gratuities

**The Vendor represents that he has not violated, is not violating, and promises that he will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.**

# Termination for Convenience

1. **Termination. The DFA may, when the interests of the DFA so require, terminate this Contract in whole or in part for the convenience of the DFA. The DFA shall give written notification of the termination to the Vendor specifying the part of the Contract terminated and when the termination becomes effective.**
2. **Vendor’s Obligations. The Vendor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Vendor will stop work to the extent specified. The Vendor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Vendor shall settle the liabilities and claims arising out of the termination of subcontractors and orders connected with the terminated work. The DFA may direct the Vendor to assign the Vendor's right, title, and interest under terminated orders or subcontracts to the DFA. The Vendor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.**

# Termination for Default

1. **Default. If the Vendor refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified within this Contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this Contract, the DFA may notify the Vendor in writing of the delay or nonperformance and if not cured within thirty (30) days or any longer time specified in writing by the DFA, the DFA may terminate the Vendor's right to proceed with the Contract or such part of the Contract as to which there has been delay or failure to properly perform. In the event of termination in whole or in part, the DFA may procure similar supplies or services in a manner and upon terms deemed appropriate by the DFA. The Vendor 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.**
2. **Vendor's Duties. Notwithstanding termination of the Contract and subject to any directions from the DFA, the Vendor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Vendor in which the DFA has an interest.**
3. **Compensation. Payment for completed services delivered and accepted by the DFA shall be at the contract price. The DFA may withhold from amounts due the Vendor such sums as the DFA deems to be necessary to protect the DFA against loss because of outstanding lien holders and to reimburse the DFA for the excess costs incurred in procuring similar goods and services.**
4. **Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the Vendor shall not be in default by reason of any failure in performance of this Contract in accordance with its terms (including any failure by the Vendor to make progress in the prosecution of the work hereunder which endangers performance) if the Vendor has notified the DFA 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 make progress, and if such failure arises out of causes similar to those set forth above, the Vendor 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 the Vendor to meet the contract requirements. Upon request of the Vendor, the DFA shall ascertain the facts and extent of such failure, and, if the DFA determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Vendor'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 DFA under the clause of this Contract entitled “Termination for Convenience".**
5. **Erroneous Termination for Default. If, after notice of termination of the Vendor'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 this clause, or that the delay was excusable under the provisions of Paragraph D of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause of this Contract entitled “Termination for Convenience".**
6. **Additional Rights and Remedies. The rights and remedies provided under this clause are in addition to any other rights and remedies provided by law or under this Contract.**

# Stop Work Order

1. **Order to stop work. The DFA may, by written order to the Vendor at any time, and without notice to any surety, require the Vendor 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 Vendor, 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 Vendor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the DFA shall either:**
2. **cancel the stop work order; or**
3. **terminate the work covered by such order as provided in the "Termination for Default" clause or the "Termination for Convenience" clause of this Contract.**
4. **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, the Vendor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Vendor price, or both, and the Contract shall be modified in writing accordingly, if:**
5. **the stop work order results in an increase in the time required for, or in the Vendor's costs properly allocable to, the performance of any part of this Contract; and**
6. **the Vendor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the DFA 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.**
7. **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.**
8. **Adjustment of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the "Modification or Renegotiation" clause of this Contract.**

# Oral Statements

**No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Contract. All modifications to the Contract must be made in writing by the DFA and agreed to by the Vendor.**

# Ownership of Documents and Work Papers

**The DFA shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this Contract, except for the Vendor’s internal administrative and quality assurance files and internal project correspondence. The Vendor shall deliver such documents and work papers to the DFA upon termination or completion of the Contract if so requested by the DFA. The foregoing notwithstanding, the Vendor shall be entitled to retain a set of such work papers for his files. The Vendor shall be entitled to use such work papers only after receiving written permission from the DFA and subject to any copyright protections.**

# Indemnification

**To the fullest extent allowed by law, the Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys’ fees, arising from wrongful or negligent acts or omissions by the Vendor and/or his partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Contract. In the State’s sole discretion, the Vendor may be allowed to control the defense of any such claim, suit, etc. In the event the Vendor defends said claim, suit, etc., the Vendor shall use legal counsel acceptable to the State; the Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. The Vendor shall not settle any claim, suit, etc., without the State’s concurrence, which the State shall not unreasonably withhold.**

# Insurance

# The Vendor shall maintain, throughout the term of this Contract, at its own expense, comprehensive general liability insurance to protect the property, goods and material of the DFA while in the Vendor’s possession. Such policy of insurance shall provide a minimum coverage in the amount of One Million Dollars ($1,000,000) per occurrence through an insurance company licensed by the Mississippi Department of Insurance. Upon request, the Vendor shall annually provide the DFA a current Certificate of Insurance.

# Third-Party Action Notification

**The Vendor shall give the DFA prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Vendor by any entity that may result in litigation related in any way to this Contract. The DFA shall give the Vendor prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the DFA by any entity that may result in litigation related in any way to this Contract.**

# Notices

**All notices required or permitted to be given under this Contract must be in writing and personally delivered or sent by certified United States mail postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.**

**If to the DFA:**

**Executive Director**

**Mississippi Department of Finance and Administration**

**501 N. West St., Suite 1301 Woolfolk Building**

**Post Office Box 267**

**Jackson, Mississippi 39205-0267**

**Facsimile: (601) 359-2405**

**With a copy of any notice to:**

**State Insurance Administrator**

**Office of Insurance**

**Mississippi Department of Finance and Administration**

**501 N. West St., Suite 901-B Woolfolk Building**

**Post Office Box 24208**

**Jackson, Mississippi 39225-4208**

**Facsimile: (601) 359-6568**

**If to the Vendor:**

***OFFICER***

***TITLE***

***VENDOR***

***ADDRESS***

***ADDRESS***

**Facsimile: *NUMBER***

# Approval

**It is understood that this Contract is void and no payment shall be made in the event that the Mississippi Personal Service Contract Review Board does not approve this contract.**

# Change in Scope of Work

**The DFA may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Contract. No services may be changed, requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment to the Contract signed by the DFA and the Vendor.**

**If the Vendor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Vendor, the Vendor must immediately notify the DFA in writing of this belief. If the DFA believes that the particular work is within the scope of the Contract as written, the Vendor will be ordered to and shall continue the work as changed and at the cost stated for the work within the scope.**

# Contractor Personnel

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

# Recovery of Money

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

# Failure to Enforce

**Failure by the DFA at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the DFA to enforce any provision at any time in accordance with its terms.**

# Incorporation of Documents

This Contract consists of and precedence is hereby established by the order of the following documents incorporated herein:

1. This Contract signed by the parties including Exhibit A - Fee Schedule; and
2. The Vendor’s response to the State of Mississippi Request for Proposal for Design, Print, and Direct Mail Services dated \_\_\_\_\_\_\_\_\_\_\_, attached hereto as Exhibit B and incorporated fully herein by reference;
3. The State of Mississippi Request for Proposal for Design, Print, and Direct Mail Services dated \_\_\_\_\_\_\_\_\_\_\_\_\_, attached hereto as Exhibit C and incorporated fully herein by reference.

This Contract, including the exhibits referenced herein, constitutes the entire Contract of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and Contracts, written or oral, between the parties relating thereto. Any ambiguities, conflicts, or questions of interpretation of this Contract shall be resolved by first reference to this Contract including Exhibit A, and if still unresolved, by reference to Exhibit B, and if still unresolved, by reference to Exhibit C. Omission of any term or obligation from this Contract or the attached exhibits shall not be deemed an omission from this Contract if such term or obligation is provided for elsewhere.

Witness our signatures, on the date first written:

 ***VENDOR*** **Mississippi Department of Finance and Administration**

By: By:

Name: Name:

Title: Title: Executive Director

Date: Date:

**Exhibit A. *Fee Schedule***

**Exhibit B. *Vendor’s Response to Request for Proposal for Design, Print, and Direct Mail Services***

**Exhibit C. *State of Mississippi Request for Proposal for Design, Print, and Direct Mail Services***