



Reggie Bell
Executive Director

STATE FIRE ACADEMY

Division of the Mississippi Insurance Department
#1 FIRE ACADEMY U.S.A.
JACKSON, MISSISSIPPI 39208-9600
Phone: (601) 932-2444



Mike Chaney
Insurance Commissioner

REQUEST FOR QUOTATION

Agency: State Fire Academy
1 Fire Academy USA
Jackson MS 39208-9600
601-932-2444
Contact Regarding Project: Buddy Shotts, bshotts@msfa.state.ms.us

Sealed Envelope Quotes: Due by April 27, 2016 at 5:00 P.M.

Project Title/Scope: Fence, post, and gate installation on Academy Property located at
1 Fire Academy USA, Pearl MS, Rankin County
(Sketch attached for proposed area for fencing)

Quote Form, Bidders Checklist, Miscellaneous Terms and Conditions are attached

Note: Breakdown of bid components is required when bid exceeds \$5,000.00. (Code 31-7-13(b) amended by SB2923 L'09).

Combined total of all bid components must equal base bid/quote.

Identify each material component in excess of \$5,000.00 on a separate line item with remainder of materials included together on the Miscellaneous Material line item.

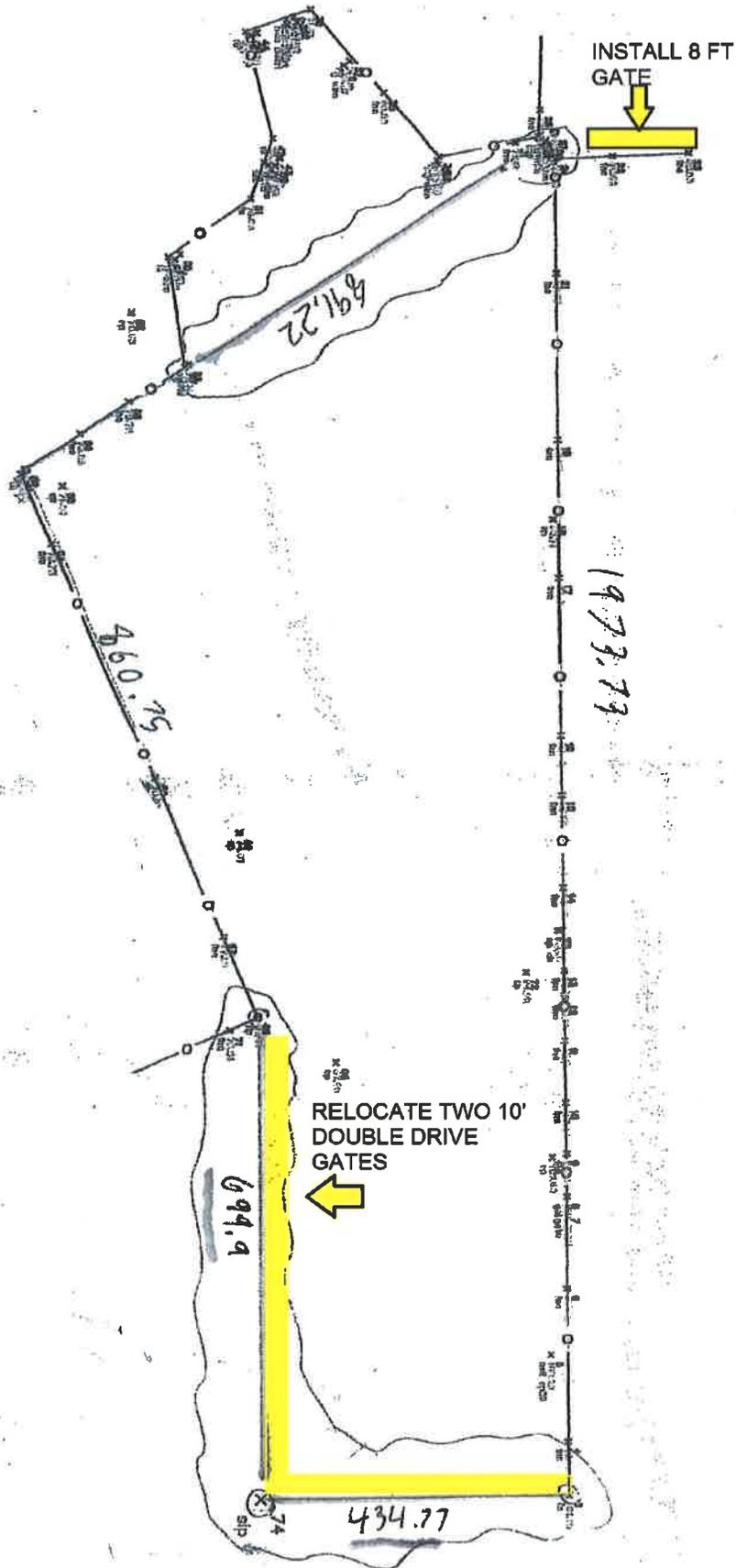
Insurance is required for \$5,000.00 and over. Workers Comp is required if contractor/vendor has 5 or more employees. Bond is required for \$25,000.00 and over.

Outside of bid submittal sealed envelope must state ONE of the following:

Bid Less than \$50,000 Or List Certificate of Responsibility Number

STATE FIRE ACADEMY

FENCING PROJECT



QUOTE FORM
for Contractor/Vendor
with attachments

Agency: State Fire Academy Phone 601-932-2444
#1 Fire Academy USA Contact: Buddy Shotts
Jackson, MS 39208

**Project Title/Scope: Fence, post and gate installation on Academy Property located at
1 Fire Academy USA, Pearl MS, Rankin County
(Sketch attached for proposed area for fencing)**

1. Provide and erect approximately 1,197 feet of 9 gauge chain link fence
2. Remove, relocate, and reinstall two (2) existing 10 ft gates (Academy has gates)
3. Install one (1) existing 8 ft gate (Academy has gate)
4. Provide and install three (3) gate posts of 3 inches x 10 ft posts
5. Provide and install one (1) corner post of 3 inches x 10 ft
6. Provide and install approximately one hundred nineteen (119) line posts, 2 3/8" x 10 ft
7. Provide and install approximately one hundred nineteen (119) angle arms of forty five degrees with three (3) strands barbwire on top of fencing.
8. Concrete all post centers 3 ft in ground

Please note that the quantity/dimensions are approximate. Vendor has the option to contact Buddy Shotts at 601-932-2444 to actually view the site prior to quoting.

Location: Academy campus located at 1 Fire Academy USA Pearl MS (Rankin County)

Name of Contractor/Vendor: _____

Contractor/Vendor: Scope of Work Description:

I propose to complete all work included in the scope of work as outlined above. Sketch drawing attached.

I have _____ Have Not _____ visited the site to view the area for work to be completed.

I propose to complete the work within _____ consecutive calendar days from the Notice to Proceed or issuance of Purchase Order, for the total sum of:

BASE BID/QUOTE:

_____ Dollars

(\$ _____) (Written out carries)

Breakdown of bid components is required when bid exceeds \$5,000.00. (Code 31-7-13(b) amended by SB2923 L'09). Combined total of all bid components must equal base bid/quote. Identify each material component in excess of \$5,000.00 on a separate line item with remainder of materials included together on the Miscellaneous Material line item. Insurance is required for \$5,000.00 and over. Bond is required for \$25,000.00 and over.

Name of Contractor/Vendor _____

MATERIAL 1 (if applicable):

_____ Dollars

(\$ _____) (Written out carries)

Description of Item (include manufacturer/model #) _____

MATERIAL 2 (if applicable):

_____ Dollars

(\$ _____) (Written out carries)

Description of Item (include manufacturer/model #) _____

MATERIAL 3 (if applicable):

_____ Dollars

(\$ _____) (Written out carries)

Description of item (include manufacturer/model #) _____

MATERIAL 4 (if applicable):

_____ Dollars

(\$ _____) (Written out carries)

Description of Item (include manufacturer/model #) _____

MISCELLANEOUS MATERIALS (if applicable)

(Include value of any materials not included in previous line items):

_____ Dollars

(\$ _____) (Written out carries)

EQUIPMENT (if applicable):

_____ Dollars

(\$ _____) (Written out carries)

LABOR (if applicable) (including labor burden):

_____ Dollars

(\$ _____) (Written out carries)

OVERHEAD & PROFIT (if not included in cost indicated above):

_____ Dollars

(\$ _____) (Written out carries)

Minority Business Enterprise? YES _____ NO _____ (to assist with MS Code 57-1-57)

ADDENDA Acknowledgement if any:

Number _____ Date _____

ACCEPTANCE:

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature _____ Date _____

Name and Title _____

Name of Business _____

Complete spelling of bidder's name and address- exact as recorded at the Secretary of State

<http://www.sos.state.ms.us/busserv/corp/soskb/csearch.asp>

which should be the same as you applied for at the Mississippi State Board of Contractors

<http://www.msbc.us/Search2.CFM> (See 2.07, 3.01, 5.01)

PLEASE LOOK IT UP at SoS. SoS rules when the 2 are different.

Mailing Address _____

Physical Address _____

City/State/Zip Code _____

County _____

Phone _____ Fax _____ Email _____

Certificate of Responsibility Number(s): N/A unless your quote is over \$50,000

If so, indicate your number: _____

(per Code 31-3-15 and 31-3-21 for bid/quote/contract over \$50,000.00 - - - or indicate "not over \$50,000.00)

Sealed Envelope Quotes: Due by April 27, 2016 at 5:00 P.M.

Project: Fencing

State Fire Academy

#1 Fire Academy USA

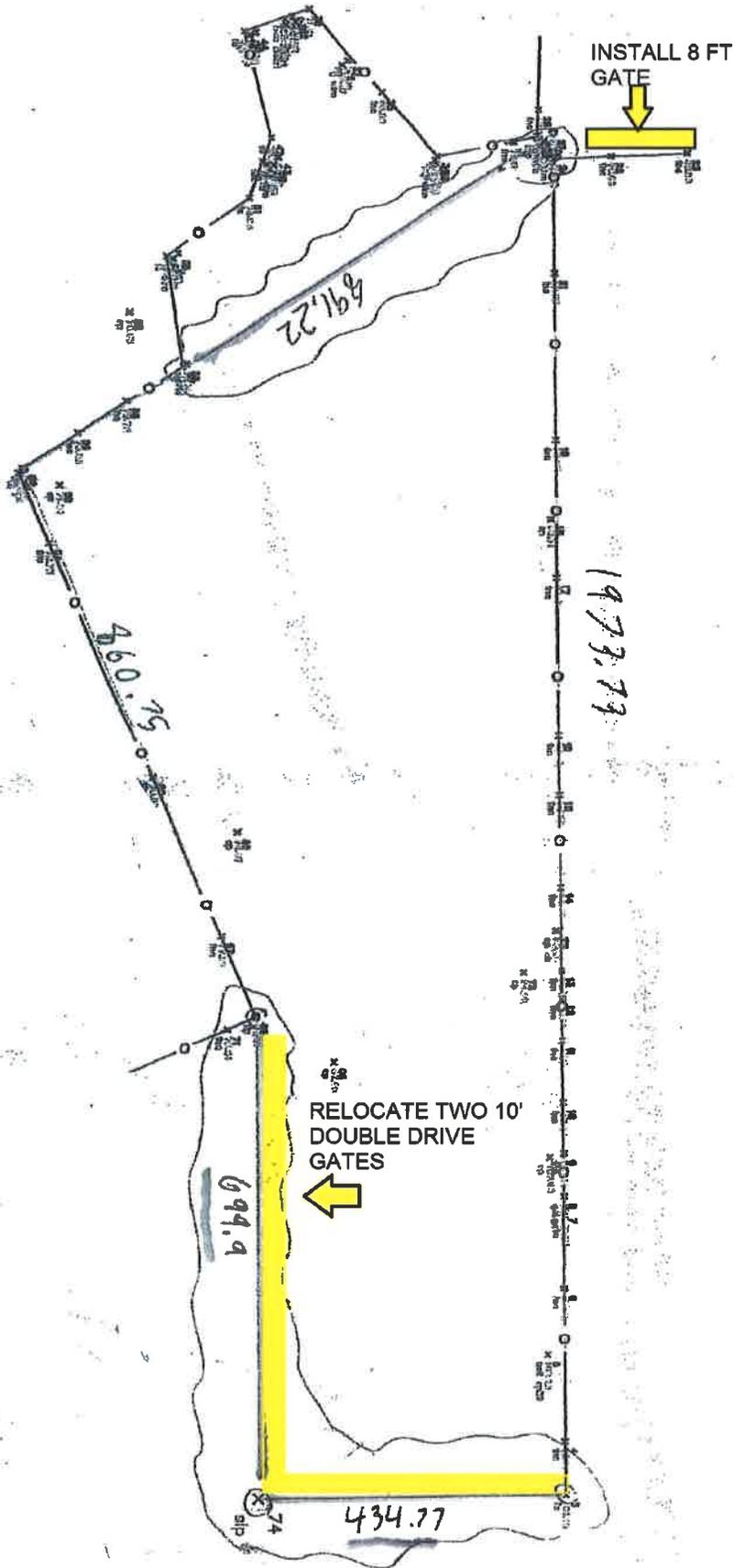
Jackson MS 39208-9600

Outside of bid submittal sealed envelope must state ONE of the following:

Bid Less than \$50,000 Or List Certificate of Responsibility Number

STATE FIRE ACADEMY

FENCING PROJECT



BIDDER'S CHECKLIST

Q1. Contractor/Vendor has included scope of work on Letterhead or Proposal Form attached hereto (Form is preferred)

Q2. Attach copy of Non-Resident Bidder's Preference Law, if applicable. (per Code 31-3-21(3)) (when contractor is from out of state)

Q3. Out of State Contractor/Vendor must have a Certificate to do business in the State of Mississippi from the Mississippi Secretary of State's Office if doing business in the State of Mississippi for more than 30 days. Yes, has one _____ N/A _____ (because Contractor/Vendor is a Mississippi domiciled company) (per Code 79-4-15.01)

Q4. Mississippi Department of Agriculture and Commerce, Bureau of Plant Industry Landscape License Number _____, if applicable. (per Code 69-19-1 through 69-19-15)

Q5. If this is a bid/quote between \$25,000.00 and \$50,000.00, with or without advertising - Contractor/Vendor will be required to submit a [Performance/Payment] Bond (see <http://www.dfa.state.ms.us/Offices/BOB/BOBforms.htm>), if Contractor/Vendor is awarded the contract. Not required if bid/quote is not over \$25,000.00 (per Code 31-5-51(5) for bid /quote over \$25,000.00)

Q5a. All close-out forms will be required when there is a Bond as listed in the Owner's (or Bureau's) Procedure Manual.

Q6. Bond mentioned in #5 above has a countersignature: Yes _____ No _____ (because no bond is required because bid/quote is not over \$25,000.00) (per Code 83-17-21)

Q7. Contractor is aware that if no Bond is submitted, because bid/quote is under \$25,000.00, as mentioned in accordance with #5 above, then a lump sum payment will be made at final acceptance of project. Yes _____ (per Code 31-5-51(5))

Q7a. The Owner may elect to make lump sum payment for \$25,000.00 to \$50,000.00 per #12 above regarding retainage.

Q7b. Liquidated Damages will be in the amount of Two Hundred Dollars (\$200.00) for each calendar day for awards over \$25,000.00.

Q8. If this is a bid/quote between \$5,000.00 and \$50,000.00, with or without advertising - Contractor/Vendor will be required to submit a Certificate showing Liability Insurance, at least, (see <http://www.dfa.state.ms.us/Offices/BOB/BOBforms.htm>) if Contractor/Vendor is awarded the contract, which will be attached to his Letterhead or Proposal form. Yes _____ No _____ (because no Insurance is required because bid/quote is under \$5,000.00) (per Code 31-5-51(7) for bid/quote over \$5,000.00)) (If this is an advertised bid under \$50,000.00, then items listed herein apply. If this is an advertised bid over \$50,000.00, then 31-7-13(c) applies and Insurance is still required – Liability plus others.)

The Contractor's limits of liability shall be written for not less than the following:

1 GENERAL LIABILITY:

Commercial General Liability

(Including XCU)

<i>General Aggregate</i>	<i>1,000,000.00</i>	<i>Aggregate</i>
<i>Products & Completed Operations</i>	<i>1,000,000.00</i>	<i>Aggregate</i>
<i>Personal & Advertising Injury</i>	<i>500,000.00</i>	<i>Per Occurrence</i>
<i>Bodily Injury & Property Damage</i>	<i>\$1,000,000.00</i>	<i>Per Occurrence</i>
<i>Fire Damage Liability</i>	<i>\$50,000.00</i>	<i>Per Occurrence</i>
<i>Medical Expense</i>	<i>\$5,000.00</i>	<i>Per Person</i>

WORKERS' COMPENSATION:

(As required by Statute)

EMPLOYERS' LIABILITY:

<i>Accident.....</i>	<i>100,000.00</i>	<i>Per</i>
<i>Occurrence</i>		
<i>Disease.....</i>	<i>\$500,000.00</i>	<i>Policy</i>
<i>Limit</i>		
<i>Disease.....</i>	<i>\$100,000.00</i>	<i>Per</i>
<i>Employee</i>		

Q8a. Contractor is prepared, if awarded the contract, and if not less than \$1,000,000.00 insurance is required, to submit proof of, or ability to obtain, said Insurance, within 5 days of bid acceptance/intent to award. (per Code 31-7-13(v)) which will be before execution of the Contract.

Q9. If this is a bid/quote for any amount, with or without advertising - Contractor/Vendor will be required to submit a Certificate showing Workers Comp, at least, if Contractor/Vendor is awarded the contract, which will be attached to his Letterhead or Proposal form included herein. Yes _____ No _____ (because Company is less than 5 employees) (per Code 71-3-5 for companies with over 5 employees)

Q10. If this is a bid/quote between \$5,000.00 and \$50,000.00, with or without advertising – Contractor/Vendor completed the section on his Proposal form included herein regarding the component breakdown(s). (per Code 31-7-13 (b) and SB2923 L'09) No component breakdown needed for bid/quote under \$50,000.00 when Code 31-7-13(c) regarding advertisement is followed.

Q11. Be sure you included your applicable taxes in your total quote/bid – which is usually MPC taxes. (see Code 27-65-21 and 27-65-23 and State Tax Commission Rule 41 (<http://www.mstc.state.ms.us/taxareas/sales/constr.html>))

Q12. Code 31-7-301 allows 45 days for timely payment.

Q13. Code 71-11-1, et seq Mississippi Employment Protection Act (e-verify).

Q14. E-payment (electronic payment) is required. See http://www.mmrs.state.ms.us/statewide_applications/E_Payment_Services/index.shtml
E-Invoice is waived for the Bureau of Building, et al.

Q15. Code 27-104-151, et seq American Accountability and Transparency Act of 2009 and Code 31-7-13 (posting of contract awards).

Q16. Code 83-17-21 Surety Bond Company, Bond Agent, Insurance Providers, and Insurance Agents are on the Mississippi Insurance Department approved list.

Q17. W9 is or will be submitted including SS/Fed ID number and complete company name.

Q18. Code 79-4-15 quote/bid name is exact as at Mississippi Secretary of State's Office.

Q19. Place Quote in a sealed envelope to be opened on the "receipt of quotes" deadline day. (This is to assure competitiveness and that quoters' bids are not exposed - for legal, audit and ethics review.)

ARTICLE 3: MISCELLANEOUS TERMS AND CONDITIONS

- 3.1 Availability of Funds. It is expressly understood and agreed that the obligation of the Owner/State of Mississippi, 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 anytime, 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 Owner/State of Mississippi shall have the right upon ten (10) working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Owner/State of Mississippi,, of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- 3.2 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. The Contractor shall comply with applicable federal, state, and local laws and regulations.
- 3.3 Compliance with Laws The Contractor understands that the Owner/State of Mississippi 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, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The 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.
- 3.4 Representation Regarding Contingent Fees. The Contractor represents that it has not retained a person to solicit or secure the Owner/State of Mississippi contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's proposal.
- 3.5 Representation Regarding Gratuities. The offeror or 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 Procurement Regulations.
- 3.6 Procurement Regulations: If applicable, the Contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 301 North Lamar Street, Jackson, Mississippi, for inspection.
- 3.7 E-Verify – Employee Status Verification System. If applicable, the Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, 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. Contractor/Seller 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. Contractor/Seller 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. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit.”

- 3.8 Change in Scope of Work, and Change Orders: The Owner/State of Mississippi may order changes in the work, consisting of additions, deletions, or other revisions within the general scope of the Contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment to the Contract as a change Order signed by the Owner/State of Mississippi and the Contractor.
- 3.9 Price Adjustment Methods. Any adjustment in contract price pursuant to a clause in this Contract shall be made in one or more of the following ways:
- (a) by agreement on a fixed price adjustment before commencement of the additional performance;
 - (b) by unit prices specified in the Contract; or
 - (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the Contract.
- 3.10 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 Owner/State of Mississippi.
- 3.11 Modification or Renegotiation. This agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal, state and/or the Owner/State of Mississippi revisions of any applicable laws or regulations make changes in this agreement necessary.
- 3.12 Assignment. The Contractor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this agreement without prior written consent of the Owner/State of Mississippi. Any attempted assignment or transfer without said consent shall be void and of no effect.
- 3.13 Independent Contractor The Contractor shall perform all services as an independent Contractor and shall at no time act as an agent for the Owner/State of Mississippi. No act performed or representation made, whether oral or written, by Contractor with respect to third parties shall be binding on the Owner/State of Mississippi. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Owner/State of Mississippi; and the Owner/State of Mississippi shall at no time be legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees.
- 3.14 Contractor Personnel. The Owner/State of Mississippi, shall, throughout the life of the Contract, have the right of reasonable rejection and approval of staff or Sub-Contractors assigned to the work by the Contractor. If the Owner/State of Mississippi reasonably rejects staff or Sub-Contractors, the Contractor must provide replacement staff or Sub-Contractors satisfactory to the Owner/State of Mississippi in a timely manner and at no additional cost to the Owner/State of Mississippi. The day-to-day supervision and control of the Contractor's employees and Sub-Contractors is the sole responsibility of the Contractor.
- 3.15 Stop Work Order
- (1) Order to Stop Work. The Owner/State of Mississippi may, by written Stop Work Order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this Contract. This Order shall be for a specified period not exceeding 90 days after the Order is delivered to the Contractor, unless the parties agree to any further period. Any such Order shall be identified specifically as a Stop Work Order issued pursuant to this clause. Upon receipt of such an Order, the Contractor shall 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 Owner/State of Mississippi shall either:
 - (a) cancel the Stop Work Order; or
 - (b) terminate the work covered by such Order as provided in the "Termination for Default" clause or the "Termination for Convenience" clause of this Contract.

- (2) 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 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:
- (a) the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
 - (b) the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Owner/State of Mississippi, decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.
- (3) Termination of Stopped Work. If a Stop Work Order is not 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.
- (4) Adjustment of Price. Any adjustment in Contract price made pursuant to this clause shall be determined in accordance with the "Price Adjustment" clause of this Contract.

3.16 Termination of Contract:

1. Termination for Convenience:

(1) Termination. The Owner/State of Mississippi may, when the interests of the State so require, terminate this Contract in whole or in part for the convenience of the State. The Owner/State of Mississippi shall give written notification of the termination to the Contractor specifying the part of the Contract terminated and when the termination becomes effective.

(2) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of consultants and orders connected with the terminated work. The Owner/State of Mississippi may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the Owner/State of Mississippi. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

2. Termination for Default:

(1) Default. If the 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 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 Owner/State of Mississippi, may notify the 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 Owner/State of Mississippi,, the Owner/State of Mississippi,, may terminate the Contractor'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 Owner/State of Mississippi, may procure similar supplies or services in a manner and upon terms deemed appropriate by the Owner/State of Mississippi, The 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.

(2) Contractor's Duties. Notwithstanding termination of the Contract and subject to any directions from the Owner/State of Mississippi the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the State has an interest.

(3) Compensation. Payment for completed services delivered and accepted the Owner/State of Mississippi shall be at the contract price. The Owner/State of Mississippi may withhold from amounts due the Contractor such sums as the Owner/State of Mississippi deems to be necessary to protect the State against loss because of outstanding lien holders and to reimburse the Owner/State of Mississippi for the excess costs incurred in procuring similar goods and services.

(4) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of Consultants, the 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 the Contractor to make progress in the prosecution of the work hereunder which endangers performance) if the Contractor has notified the Owner/State of Mississippi 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 Sub-Contractor to perform or make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the Sub-Contractor were reasonably obtained from other sources in sufficient time to permit the Contractor to meet the Contract requirements. Upon request of the Contractor, The Owner/State of Mississippi 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 clauses, and that, but for the excusable cause, the 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 of this Contract entitled "Termination for Convenience".

(5) Erroneous Termination for Default. If, after notice of termination of the 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 this clause, or that the delay was excusable under the provisions of Paragraph (4) 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

3.17 Record Retention and Access to Records. The Contractor agrees that the Owner/State of Mississippi, or any of its duly authorized representatives at any time during the term of this agreement, shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of Contractor related to Contractor's charges and performance under this agreement. All records related to this agreement shall be kept by Contractor for a period of three (3) years after final payment under this agreement and all pending matters are closed unless the Owner/State of Mississippi 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. Contractor agrees to refund to the Owner/State of Mississippi, any overpayment disclosed by any such audit arising out of or related in any way to this Contract. However, if any litigation, claim, negotiation, audit or other action 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.

3.18 Owner/State of Mississippi ship of Documents and Work Papers The Owner/State of Mississippi shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Project which is the subject of this Agreement, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the Owner/State of Mississippi upon termination or completion of the Agreement. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from the Owner/State of Mississippi and subject to any copyright protections

- 3.19 **Indemnification** To the fullest extent allowed by law, Contractor 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 out of or caused by Contractor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor 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. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.
- 3.20 **Third Party Action Notification**. Contractor shall give the Owner/State of Mississippi prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this Contract Agreement.
- 3.21 **Notices**. All notices required or permitted to be given under this agreement 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 addresses shown on Page 1. 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.
- 3.22 **Recovery of Money**. Whenever, under the Contract, any sum of money shall be recoverable from, or payable by, the Contractor to the Owner/State of Mississippi, the same amount may be deducted from any sum due to the Contractor under the Contract or under any other Contract between the Contractor and the Owner/State of Mississippi. The rights of the Owner/State of Mississippi are in addition and without prejudice to any other right the Owner/State of Mississippi may have to claim the amount of any loss or damage suffered by the Owner/State of Mississippi on account of the acts or omissions of the Contractor
- 3.23 **Failure to Enforce**. Failure by the Owner/State of Mississippi 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 Owner/State of Mississippi to enforce any provision at any time in accordance with its terms.
- 3.24 **Transparency**. In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this agreement shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>
- 3.25 **Closeout Documents**. When Contract is \$25,000.00 or over, resulting in a Performance/Payment Bond, unless otherwise notified, the Contractor shall submit to the Owner/State of Mississippi three (3) copies of the following before final payment is made:
- A. **Request for Final Payment:** AIA Document G702, current edition, completed in full or a computer generated form having similar data.
 - B. **Consent of Surety Company to Final Payment:** AIA Document G707, current edition, completed in full by the Bonding Company.
 - C. **Power of Attorney:** Closeout documents should be accompanied by an appropriate Power of Attorney.
 - D. **Release of Liens and Certification that All Bills Have Been Paid:** AIA Document G706A, current edition, completed in full or a sworn statement and affidavit from the Contractor to the Owner/State of Mississippi stating that all bills for this job have been paid and that the Owner/State of Mississippi is released from any and all claims and/or damages.

E. **Contractor's Affidavit of Payment of Debts and Claims:** AIA Document G706, current edition, completed in full.

F. **Guarantee of Work:** Sworn statement that all work is guaranteed against defects in materials and workmanship for one (1) year from date of Owner/State of Mississippi's acceptance, except where specified for longer periods.

1. Word the Guarantee as follows, or in a similar manner:

We hereby guarantee all work performed by us on the above captioned Project to be free from defective materials and workmanship for a period of one (1) year or such longer period of time as may be called for in the Contract Documents for such portions of the Work.

2. All guarantees and warranties shall be obtained in the Owner/State of Mississippi's name.

3. Within the Guaranty period, if repairs or changes are requested in connection with guaranteed work which, in the opinion of the Owner/State of Mississippi, are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the Contractor shall promptly, upon receipt of notice from and without expense to the Owner/State of Mississippi place in satisfactory condition building, site, equipment or contents thereof. The Contractor shall make good any work, materials, equipment or contents of said buildings or site which may be disturbed by fulfilling any such Guaranty.

4. If, after notice, the Contractor fails to proceed promptly to comply with the terms of the Guaranty, the Owner/State of Mississippi may have the defects corrected and the Contractor and his Sureties shall be liable for all expense incurred.

5. All special guarantees applicable to definite parts of the work stipulated in the Project Manual or other documents forming part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guaranty.

3.26 **Claims:** Must be submitted in writing within ten (10) days of first occurrence and subject to Owner/State of Mississippi's approval.

3.27 **Concealed Conditions:** Contract sum and time are subject to adjustment by Change Orders upon observance of revealed conditions and notice to Owner/State of Mississippi for verification. All conditions are subject to Owner/State of Mississippi's approval.

3.28 **Delays:** Notify Owner/State of Mississippi of claim for extension of time within ten (10) days of beginning of delay for delays beyond control of Contractor. All delays are subject to Owner/State of Mississippi's approval.

3.29 **Emergency:** Contractor will act to prevent threatened loss. Additional compensation will be credited by Change Order if justified and approved by Owner/State of Mississippi,

3.30 **Tests:** The Contractor will pay for tests required by code and technical specifications. Notify Owner/State of Mississippi prior to testing to allow observation.

3.31 **Additional Tests:** Additional tests required by Owner/State of Mississippi to determine compliance with documents will be paid for by Contractor if results show failure and paid for by Owner/State of Mississippi if in compliance.

3.32 **Weather:** Extension of time will be granted only for conditions exceeding normal weather expectations that affect progress of work. Submit justification to Owner/State of Mississippi for consideration and approval.

- 3.33** E-Payment and E-Invoice. The word “contractor” herein shall mean Professional, Vendor, Architect, Engineer, Lessor, etc. See:
http://www.mmrs.state.ms.us/statewide_applications/E_Payment_Services/index.shtml

The State agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies”, Section 31-7-301, et seq. of the Mississippi Code of 1972, as amended, which generally provides for payment of undisputed amounts within forty-five (45) days of receipt and approval of the invoice.

The State requires the Contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. Payments by state agencies using the statewide electronic payment and remittance vehicle shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor’s choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the Contractor shall remain responsible and liable for full performance.

- 3.34** Transparency. In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this agreement shall be posted to the State of Mississippi’s accountability website at: <https://www.transparency.mississippi.gov>