



Mississippi Emergency Management Agency
#1 MEMA Drive
Pearl, MS 39208

Request for Proposals
to Provide a Stand-by Contract
for Bottled Water

RFP NO. 09012015W

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**STAND-BY CONTRACT FOR BOTTLED WATER RFP NO. 09012015W
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY**

Offerors must comply with all rules, regulations and statutes relating to purchasing in the State of Mississippi in addition to the requirements of this form.

Sealed proposals for standby contracts for bottled water will be received by Office of Support Services, Mississippi Emergency Management Agency, #1 MEMA Drive, Pearl, Mississippi, until 10 a.m. CDST, Tuesday, September 30, 2014. Proposals received shall be opened in the presence of two or more agency procurement officials and not publically.

Attached to these instructions and special conditions for the Request for Proposals No. 09012015W, and fully incorporated as part of this request are:

1. General Conditions
2. Instructions and Special Conditions
3. Specifications
4. Proposal Form
5. Offeror Execution Page
6. Proposed Contract
7. Attachment A – Detailed Price Scoring Information
8. Attachment B – Vendor Quote Sheet

Any conversation with any employee of MEMA is not authorized, nor is MEMA responsible for information provided by an employee except as detailed below.

Dates of Publication for this Request for Proposals: Monday, September 8, 2014
Monday, September 15, 2014

GENERAL CONDITIONS

Offerors must comply with all rules, regulations and statutes relation to purchasing in the State of Mississippi in addition to the requirements of this form.

ALL PROPOALS SUBMITTED MUST BE IN COMPLAINCE WITH THE GENERAL CONDITIONS SET FORTH HEREIN. ALL VENDORS ARE OBLIGATED TO READ, UNDERSTAND AND AGREE TO THESE CONDITIONS WHEN SUBMITTING A PROPOSAL FOR A PROPOSAL TO BE CONSIDERED RESPONSIBLE.

- I. **ACCEPTANCE OF PROPOSALS.** In the event a mistake is discovered prior to the award of a contract, Mississippi Procurement Manual Rule 3.106.12.4 shall be followed. Mistakes shall not be corrected after award of the contract except where the Chief Procurement Officer or the Agency Procurement Officer makes a written determination that it would be unconscionable not to allow the mistake to be corrected.
- II. **ADDENDA AND/OR AMENDMENTS.** Addenda and/or amendments modifying plans and/or specifications may be issued if time permits. Should it become necessary to issue an addendum within the three-day period prior to the proposal opening, the Proposal date will be reset giving offerors ample time to answer the addendum or amendment. When replying to a proposal request on which an addendum has been issued, the offeror shall execute the Acknowledgement of Amendments/Addendums page as well as the Offeror Execution Page which indicates that provisions of the addendum/amendment have been noted and that the proposal is being offered in compliance therewith. Failure to make this statement may result in the proposal being rejected as not being in accordance with the revised specifications or plans.
- III. **ALTERNATIVE PROPOSALS.** Alternative proposals unless specifically requested will not be considered. An alternate is considered to be a proposal that does not comply with the minimum provisions of the specification.
- IV. **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 offeror shall comply with applicable federal, state and local laws and regulations.
- V. **ANTI-ASSIGNMENT/SUBCONTRACTING.** The offeror shall not assign, subcontract, or otherwise transfer this agreement, in whole or part, without the prior written consent of the state, which the state 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 state of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the state in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the state may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
- VI. **AVAILABILITY OF FUNDS.** It is expressly understood and agreed that the obligation of the state 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 alternation of the program under which funds were provided or if funds are not otherwise available to the state, the state 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 state of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

- VII. AWARD OF CONTRACT.** The award, if made, will be made by MEMA within 60 days after opening the proposal. The purchase must be approved by the Office of Purchasing and Travel prior to an award by MEMA. Orders placed by a offeror prior to the receipt of a purchase order and execution of a contract will be at the offerors "OWN RISK" and MEMA will not be held liable for such action.
- VIII. BOUND BY PROPOSAL.** Unless otherwise specified, all formal proposals shall be binding for a minimum of 60 days after opening. If a proposal is withdrawn after opening, Vendor may be removed from the list of eligible offerors for a period of 12 months.
- IX. CANCELLATION.** Any Contract or item award may be cancelled for cause by either party with the giving of 30 days written notice of intent to cancel. Cause for MEMA to cancel shall include, but is not limited to, cost exceeding current market prices for comparable purchase; request for increase in prices during the period of the Contract; or failure to perform to Contract conditions. The Contractor shall be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the Contractor within a period of 30 days following the date of expiration or cancellation. Cancellation by MEMA does not relieve the Contractor of any liability arising out of a default or nonperformance. Cause for the Contractor to cancel shall include, but it not limited to, the item(s) being discontinued and unavailable from the manufacturer.
- X. COMPETITIVE NEGOTIATION.** The method to be used is that of competitive negotiation from which MEMA is seeking the best combination of price, experience and quality of service. Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award, but proposals may be accepted without such discussions. Therefore, all parties are advised to propose their most favorable terms initially.
- XI. COST OF PROPOSAL.** MEMA accepts no responsibility for any expense incurred by the offeror in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the offeror.
- XII. DEBARMENT.** By submitting a proposal, the offeror certifies that it is not currently debarred from submitting proposals or bids for contracts issued by any political subdivision or agency of the state of Mississippi and that it is not an agency of a person or entity that is currently debarred from submitting proposals or bids for contracts issued by a political subdivision or agency of the state of Mississippi.
- XIII. DISPOSITION OF PROPOSALS.** All submitted proposals become the property of the State of Mississippi.
- XIV. INFORMATION ON PROPOSAL RESULTS.** After the date established for receipt of proposals, a Register of Proposals shall be prepared which shall include for all proposals the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the supply and/or service or construction item offered. The Register of Proposals shall be open to public inspection only after award of the contract. Requests to view proposals and modifications shall be considered public records requests and shall be handled in accordance with MEMA's Public Records Request policy which may be found on MEMA's website. Public records requests will not be considered until after award of a contract.
- XV. OFFERING BY STATE EMPLOYEES.** Offering by state employees is prohibited. It is unlawful for any state official or employee to propose on, or sell, or offer for sale, any merchandise equipment or material, or similar commodity to the State of Mississippi during the tenure of his office or employment, or for the period prescribed by law thereafter, or to have any interest in the selling of the same to the State.

XVI. PREPARATION OF PROPOSALS

- A.** Failure to examine any drawings, specifications, and instructions will be at offeror's risk.
- B.** All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent, and must be initialed in ink by person signing proposal.
- C.** Brand Names: Any reference to brand names and numbers in the Request for Proposals is descriptive, but not restrictive, unless otherwise specified. Proposals on equivalent items meeting the standards of quality thereby indicated will be considered, unless otherwise specified, providing the proposal clearly describes the article offered and how it differs from the referenced brands. If equipment or supplies of another brand or of other construction than that specified herein is offered by offeror, such offeror shall set forth in his proposal a detailed statement indicating wherein each item offered deviates from these specifications. Unless the offeror specifies otherwise in his proposal, it is understood that the offeror is offering a referenced brand item as specified in the Request for Proposals. MEMA reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name referenced, and MEMA may require an offeror offering a substitute to supply additional descriptive material and a sample. When merchandise received from a successful offeror is not considered an equal by the requester, it will be returned to the vendor, shipping charges collect.
- D.** Specification: It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the contractor.
- E.** Information and Descriptive Literature: Offerors must furnish all information requested in the spaces provided on the proposal form. Proposal samples or descriptive literature should not be submitted unless expressly requested and that, regardless of any attempt by a offeror to condition the proposal, unsolicited proposal samples or descriptive literature which are submitted at the offeror's risk will not be examined or tested and will not be deemed to vary any of the provisions of the Request for Proposals. Further, any sample submitted will be returned only at the offeror's expense. It should also be known that when samples are requested, it may be necessary that the sample be damaged or destroyed in the process of evaluation in which case the state nor the purchasing agency shall be responsible for reimbursement to the offeror.

XVII. PROCUREMENT REGULATIONS. This contract shall be governed by the applicable provisions of the Mississippi Procurement Manual as promulgated by the Mississippi Department of Finance and Administration/Procurement Review Board.

XVIII. PROPOSAL OPENINGS. Proposal openings will not be to the public, but proposals shall be opened in the presence of two or more agency procurement officials.

XIX. REJECTION OF PROPOSALS. MEMA reserves the right to reject any or all proposals.

XX. RFP DOES NOT CONSTITUTE ACCEPTANCE OF OFFER. The release of the Request for Proposals does not constitute an acceptance of any offer, nor does such release in any way obligate MEMA to execute a contract with any other party. MEMA reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with MEMA.

XXI. SPECIFICATION CLARIFICATION. Inquiries pertaining to RFPs must include the RFP number and opening date. It shall be incumbent upon all offerors to understand the provisions of the specification and to obtain clarification from the MEMA Office of Procurement and Contracts prior to deadline set in this RFP for asking questions. Such clarification will be answered only in response to a written request. No clarification will be offered as a response to a telephone request.

- XXII. SUBSTITUTIONS DURING CONTRACT.** During the term of a contract if adequate documentation is provided that supports the claim that the contact item(s) are not available, then items which meet the minimum specifications may be substituted if approved by the Office of Procurement and Contracts and are deemed to be in the best interest of MEMA.
- XXIII. TAXES.** MEMA is exempt from Federal excise taxes and state and local sales or use taxes and offerors must quote prices which do not include such taxes. Exemption certificates will be furnished upon request. Contractors making improvements to, additions to or repair work on real property on behalf of MEMA are liable for any applicable sales or use tax on purchase of tangible personal property for use in connection with the contracts. Contractors are likewise liable for any applicable use tax on tangible personal property furnished to them by MEMA for use in connection with their contracts.
- XXIV. TRADE SECRETS AND PROPRIETARY INFORMATION.** Material designated as trade secret, proprietary, or confidential which accompanies the proposal shall be clearly identified and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. Prices and makes and models or catalog numbers of the items, offered, deliveries, and terms of payment shall be publically available at the time of proposal opening regardless of any designation to the contrary. The procurement officer shall examine the proposals to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing in accordance with § 25-61-1 et seq. Miss. Code Ann. Of 1972. If the parties do not agree as to the disclosure of data, the procurement officer shall inform the offerors in writing what portions of the proposals will be disclosed and that, unless the offeror procures a court order protecting the information, the proposals will be so disclosed.
- XXV. UNTIMELY PROPOSAL SUBMISSIONS.** Proposals will not be accepted or considered after the time specified in the Request for Proposals Instructions and Special Conditions. Proposals received after the submission deadline will be returned unopened, provided that a return address is visible.
- XXVI. WAIVER.** MEMA reserves the right to waive any general conditions or any minor technicalities on proposals and specifications when it is in the best interest of MEMA, but MEMA is in no way required to waive said general conditions or minor technicalities. This waiver may be made so long as such waiver is not given so as to deliberately favor any single vendor and would have the same effect on all vendors.

**STAND-BY CONTRACT FOR BOTTLED WATER
REQUEST FOR PROPOSALS NO. 09012015W
INSTRUCTIONS AND SPECIAL CONDITIONS**

**I. OFFEROR'S WRITTEN PROPOSAL SHALL CONTAIN THE FOLLOWING
MINIMUM INFORMATION:**

- A. Name of the offeror; location of the offeror's principal place of business; the place of performance of the proposed contract;
- B. Age of offeror's business and the average number of employees over the past three (3) years;
- C. Resume' listing abilities, qualifications and experience of all individuals who will be assigned to provide the required services and commodities;
- D. A listing of three (3) contracts under which services similar in scope, size, or discipline were performed or undertaken, including at least two (2) references for current contracts or those awarded during the last three (3) years. (On a proposal form, list three (3) projects to include the names and addresses of the projects, the scope of the project, and the names and telephone number of the clients for reference purposes. All information on the proposal form must be completed. Incomplete or unsigned proposal forms will be rejected.);
- E. A plan giving as much detail as is practical explaining how the services will be performed and the commodities will be provided;
- F. A completed Proposal Form;
- G. A completed Offeror Execution page; and
- H. A completed vendor quote sheet.

**II. THE FOLLOWING RESPONSE FORMAT SHALL BE USED FOR ALL
SUBMITTED PROPOSALS:**

- A. Completed and signed Request for Proposals Form and Offeror Execution Sheet (included).
- B. **Management Summary:** Provide a cover letter indicating the underlying philosophy of the Offeror in providing the service and commodities.
- C. **Proposal:** Describe in detail how the service and commodities will be provided. Include a description of major tasks and subtasks. A timeline for execution shall be included in this section.
- D. **Corporate experience and capacity:** Describe the experience of the Offeror in providing the service and commodities, give number of years that the service and commodities has been delivered, and provide a statement on the extent of any corporate expansion required to handle the service and commodities.
- E. **Personnel:** Attach resumes of all those who will be involved in the delivery of this service and commodities – from principals to field technicians - that include their experience in this area. Indicate the level of involvement by principals of the Offeror in the day-to-day operation of the contract.

- F. **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. Explain the similarity of the projects to the MEMA project
- G. **Acceptance of conditions:** Indicate any exceptions to the general terms and conditions of the proposal document and to insurance, bonding, and any other requirement listed.
- H. **Additional data:** Provide any additional information that will aid in evaluation of the response.
- I. **Vendor Quote Sheet (Attachment B):** Estimate the cost of the service. Cost data submitted at this stage is not binding and is subject to negotiation if your Proposal is chosen as a finalist.

III. ALL PROPOSALS SUBMITTED IN RESPONSE TO THIS REQUEST SHALL BE IN WRITING.

IV. THE REQUEST FOR PROPOSAL FORM (INCLUDED) MUST BE SIGNED AND RETURNED WITH THE PROPOSAL.

- V. **PROPOSAL ACCEPTANCE PERIOD:** The original and three (3) copies of the proposal and all attachments (four (4) copies total) along with one (1) electronic version of the proposal and all attachments saved as a .pdf file saved to a CD shall be signed and submitted in a sealed envelope or package to Edward Williams, Purchasing Officer, MEMA, #1 MEMA Drive, Pearl, MS 39208 no later than 10 am CDST, Tuesday, September 30, 2014. To ensure that all submitted proposals are adequately sealed and unable to be reviewed prior to the proposal opening, no electronic or facsimile copies of proposals will be accepted. Offerors shall also submit the proposal through the State of Mississippi online financial program the Mississippi Accountability System for Government Information and Collaboration, MAGIC. Should you have questions how to register as a vendor or submit your proposal please contact Edward Williams at 601-933-6390. Timely submission of the proposal is the responsibility of the offeror. Offers received after the specified time shall be rejected and returned to the offeror unopened. The envelope or package shall be marked by the offeror as "Sealed Proposal" and show the proposal number as well as the proposal opening date and time in the lower left hand corner on the outside of the envelope. The time and date of receipt shall be indicated on the envelope or package by the MEMA Purchasing Office. Each page of the proposal and attachments shall be identified with the name of the offeror.

- VI. **INSURANCE REQUIREMENTS:** The successful offeror will be required to procure and maintain workers' compensation insurance which shall insure to the benefit of all Contractor's personnel provided hereunder, comprehensive general liability or professional liability insurance, with minimum limits of \$500,000.00 (Five Hundred Thousand Dollars) per occurrence, and offer proof of such coverage. **All general liability, professional liability will provide coverage to MEMA as an additional insured.** MEMA

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.

VII. RENEWAL OF CONTRACTS: The contract may be renewed at the discretion of the agency upon written notice to the contractor at least 60 days prior to the contract anniversary date for a period of one year under the same prices, terms, and conditions as in the original contract. The total number of renewal years shall not exceed four (4).

VIII. COMPENSATION FOR SERVICES WILL BE IN THE FORM OF A REQUIREMENTS CONTRACT. MEMA has reserves the right to take bids separately if a particular quantity requirement arises which exceeds MEMA's anticipated requirements.

IX. AWARD OF MULTIPLE CONTRACTS: In the aftermath of a catastrophic disaster that demand for bottled water could easily exceed the amount any one vendor could provide. Thus, MEMA intends to make multiple awards to three contractors. MEMA shall award a prime contract to the vendor with the most advantageous proposal based on the grading criteria outlined in this RFP. MEMA may award up to two (2) additional contracts to the vendors with the second and third most advantageous proposals based on the grading criteria outlined in this RFP. If MEMA determines it is necessary to use a stand-by contract for bottled water as procured through this RFP, then MEMA shall contact the prime contractor first to determine availability and then if that contractor is unavailable in the timeframe required by MEMA, MEMA will then contact the next highest scoring contractor to determine availability and so on.

MEMA is in no way required to award multiple contracts.

X. CONTRACT AVAILABILITY FOR OTHER ENTITIES. MEMA intends, subject to contractor approval, to make any awarded contract available to other states, other state agencies within the State of Mississippi, and local county or municipal governmental entities within the state of Mississippi. Offerors who wish to make their proposal available to any of the entities described above must provide for this in their proposal and acknowledge this intention on the Request for Proposal Form.

XI. REJECTION OF PROPOSALS: Proposals which do not conform to the requirements set forth in this RFP may be rejected by MEMA. Proposals may be rejected for reasons which include, but are not limited to, the following:

- A. The proposal contains unauthorized amendments to the requirements of the RFP;
- B. The proposal is conditional;
- C. The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous;
- D. The proposal is received late;
- E. The proposal is not signed by an authorized representative of the party;
- F. The proposal contains false or misleading statements or references;

- G. The proposal does not offer to provide all services required by the RFP; and,
- H. The Request for Proposal Form is not included or is not complete.

XII. ADDITIONAL INFORMATION: Questions about the request for proposals document must be submitted in writing to Edward Williams, Purchasing Officer, MEMA at #1 MEMA Drive, Pearl, MS 39208; email ewilliams@mema.ms.gov. Offerors are cautioned that any statements made by the contact person that materially change any portion of the Request for Proposal shall not be relied upon unless subsequently ratified by a formal written amendment to the Request for Proposal. Questions about the request for proposals document will not be accepted after 12:00pm CDST, Friday, September 19, 2014. **Please note that this RFP may be amended or addendums added based on questions received. Amendments and addendums may be done at any time prior to 4 p.m., Wednesday, September 24, 2014. It is the offerors responsibility to continually check MEMA's RFP website to ensure that they are aware of all amendments and addendums. This is especially important as every amendment and addendum to this RFP must be acknowledged by an offeror in order for the proposal to be accepted.**

XIII. EVALUATION PROCEDURE AND FACTORS TO BE CONSIDERED IN THE EVALUATION PROCESS:

A. Qualifications of Offerors: The offeror may be required before the award of any contract to show to the complete satisfaction of MEMA that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The offer may also be required to give a past history and references in order to satisfy MEMA in regards to the offeror's qualifications. MEMA may make reasonable investigations deemed necessary and proper to determine the ability of the offeror to perform the work, and the offeror shall furnish to MEMA all information for this purpose that may be requested. MEMA reserves the right to reject any offer if the evidence submitted by, or investigation of, the Proposer fails to satisfy MEMA that the Proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the offeror's qualifications shall include:

1. The ability, capacity, skill, financial, and other necessary resources to perform the work or provide the service required;
2. The ability of the offeror to perform the work or provide the service promptly or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience, and efficiency of the offeror; and,
4. The quality of performance of previous contract or services.

A selection committee made up of qualified MEMA staff, or other qualified individuals as selected by MEMA, shall review and evaluate all replies. The selection committee will have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work.

B. Steps in Evaluation Process:

1. **Step I:** 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.
2. **Step II:** Proposals that satisfactorily complete Step I will be reviewed/analyzed to determine if the proposal adequately meets the needs of MEMA. Factors to be considered are as follows:
 - a. The overall quality of the proposed plan and for performing the required services – the plan should reflect an understanding of the project and its objectives. Consideration will be given to the completeness of the response to the specific requirements of the solicitation. (Critical - 25 points)
 - b. Proposer's ability to provide the required services as reflected/evidenced by qualifications (education, experience, etc.). This includes the ability of the proposer to provide a product that is legally defensible. (Critical - 25 points)
 - c. The personnel, equipment, facilities, and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting. (Important - 10 points)
 - d. A record of past performance of similar work. (Critical - 25 points)
 - e. Price. (Very Important - 15 points) Additional information regarding price scoring is contained in Attachment A – Price Scoring Information.
3. **Step III:** MEMA may contact the top Offerors via telephone to schedule an interview after the opening date of the proposal.
4. **Step IV:** MEMA's Executive Director or his designee will contact the Offeror whose proposal best meets MEMA's needs (based on factors evaluated in Step II) and attempt to negotiate an agreement that is deemed acceptable to both parties.

**STAND-BY CONTRACT FOR BOTTLED WATER
REQUEST FOR PROPOSALS NO. 09012015W
SPECIFICATIONS FOR OFFERORS**

Provide bottled water on a stand-by basis for the Mississippi Emergency Management Agency for a period beginning on November 15, 2014, and which shall end no later than the Close of Business November 13, 2015. If necessary, this contract may be renewed at the discretion of MEMA upon written notice to the Contractor at least sixty (60) days prior to the contract anniversary date for a period of one (1) year under the same prices, terms and conditions as in the original contract. The total number of renewal years shall not exceed four (4) years.

Offeror shall provide a written proposal that will ensure that MEMA is provided with bottled water as requested. Offeror shall also appoint a lead contact for this contract.

Detailed Minimum Specifications – Any contract awarded from this procurement will be a STAND-BY contract for bottled water that MEMA may activate as necessary. The focus of this contract is to insure that MEMA can supply bottled water as needed in the wake of a natural or man-made disaster. The detailed minimum specifications are as follows:

- I. Bottled Water Specifications:
 - A. Packaging. Bottled water will be at least 16.9 fluid ounces, but no larger than 20 fluid ounces in 24 (twenty four) count cases stacked 60 (sixty) cases per pallet. A truckload will consist of 24 (twenty four) pallets. Pallets shall be designed for pick-up from all four sides. Each pallet is to be doubled wrapped. MEMA will order bottled water in multiples of standard industry truckloads, approximately 18,000 (eighteen thousand) liters per truck.
 - B. Product Best if Used Date. Upon issuance of a purchase order the best if used dates will have no less than 24 (twenty four) months of shelf life.
 - C. Product Standards. All water shall be produced, packaged, labeled, transported, stored and handled in accordance with Title 21, CFR, Parts 101, 110, 129 and 165 and all other applicable Federal, state, and local laws and regulations. Any deviation must be authorized in writing by MEMA.
 - D. Primary Container. The water shall be packaged in single-service polyethylene terephthalate (PET) bottles with flat caps. Bottles may be any size from 16.9 ounces to 20 ounces (16.9-ounces preferred), at the Contractor's discretion. The Contractor shall make every effort to standardize to 16.9-ounce bottles as soon as possible without jeopardizing timely deliveries of quantities of bottled water ordered.
 - E. Documentation of Bottled Water Deliveries. The Contractor shall assure that every water order is properly presented to MEMA and that MEMA acknowledgement of every delivery is obtained. The Contractor shall be responsible for assuring that every delivery has all required documentation.

Delivery shall be considered made when the Contractor has obtained acknowledgement of the date and time of the arrival at the delivery site by the on-site MEMA representative.

- F. **FDA Hold Notification.** If the Contractor or its subcontractors receive notification from the United States Food and Drug Administration that a shipment of bottled water has not been released for distribution, MEMA shall be notified immediately. MEMA will not be liable for any expenses or losses incurred by the Contractor due to such notifications. Before MEMA will accept such a shipment of bottled water, it will be the responsibility of the Contractor to provide and forward a copy of the release notification from the FDA to MEMA.
 - G. **Product Certification Documentation.** The Contractor shall obtain weekly bacteriological analysis of source water and product samples as well as the date of production and the date of expiration of the bottled water supplied under this contract. The Contractor shall maintain these records until completion and acceptance by MEMA of all bottled water deliveries. The Contracting/Ordering Officer may request the Contractor to provide copies of this data, at any time during the performance of the Purchase Order, from any or all of the subcontractors providing bottled water under this contract. When requested, the Contractor shall provide this data within six (6) hours of such request by facsimile, email, or other means, unless the Contracting/Ordering Officer authorizes a different time period.
- II. **Water Certification and Testing Results.** The Contractor must maintain an inspection system that ensures the quality of bottled water to be provided under this contract is suitable for consumption. This requirement shall be satisfied by the Contractor obtaining copies of applicable certificates, licenses, notifications, permits, appraisals, and inspection reports; annual chemical, physical and radiological analysis of source water; and results of any other testing of source water and bottled water from each bottled water producer from which bottled water is to be purchased under this contract. The Contractor shall maintain these records throughout the term of this contract. When requested, the Contractor shall provide this data within twelve (12) hours of such request by facsimile, email, or other means, unless MEMA authorizes a different time period.
- III. **Universal Specifications**
- A. **Returns Policy/Remaining Balances.** For water ordered, but not used and still in unbroken pallets, and contractor sealed containers, the contractor will accept returned inventory and reimburse, or accept a short-paid invoice at the billed rate. MEMA will pay return shipping charges, and a restocking fee not to exceed 5% of the billed rate.
 - B. **Product Standards.** As applicable, the water shall be produced, packaged, labeled, and transported in accordance with Title 21, Code of Federal Regulations, Parts

101, 110, 129 and 165, and water must meet or exceed all other federal, state and local laws and regulations.

C. Packaging of Shipping Pallets.

Bottled water shall be packed in cases. Bottled water shall be shipped on pallets. Pallets will be fully covered on the top and all four sides with a minimum of a triple layer of shrink-wrap all the way down and employ four corner stabilizers per pallet. Pallets shall be designed for pickup from all four sides. Due to the many unknown circumstances which can arise during disaster response and recovery, it is possible that the water may be moved several times, may be double-stacked for storage, and may be stored outside, with no protection, in all types of weather as well as stored in warehouses. The Contractor shall ensure that the bottled water containers are packaged to withstand such handling as well as severe climatic conditions. MEMA shall not be responsible for return of pallets. Unclaimed pallets may be disposed of at MEMA's discretion.

D. Delivery Information Sheet that shall be utilized.

1	State of Mississippi Contract Number
2	Purchase Order Number
3	Contractor's Name
4	Itemized list of supplies and quantities
5	Name of shipment origination facility (i.e., bottling plant, warehouse, etc.)
6	Name of the transportation carrier
7	Total quantity of liters (water) per truck per delivery

E. MEMA reserves the right to utilize a separate contract for transportation of commodities that has been procured separately when MEMA deems necessary.

STAND-BY CONTRACT FOR BOTTLED WATER
REQUEST FOR PROPOSALS NO. 09012015W
PROPOSAL FORM

This form is to be completed by all offerors and included in their submitted proposal.

OFFEROR:	
CONTACT PERSON:	
PHONE NUMBER:	
EMAIL ADDRESS:	

Listing of three contracts with services similar in scope, size, or discipline including at least two references for current contracts awarded in the last three years
Project Name: Address: Scope:
Name & Number of Reference:
Project Name: Address: Scope:
Name & Number of Reference:
Project Name: Address: Scope:
Name & Number of Reference:

INTENT OF OFFER OR TO MAKE PROPOSAL/CONTRACT AVAILABLE TO OTHER ENTITIES. Offer intends to make any awarded contract available to (please acknowledge the other entities in which Offeror intends to make a resulting contract available to):

- _____ Other States
- _____ Other State Agencies within the state of Mississippi
- _____ Local County or Municipal Governmental Entities within the state of Mississippi

By its initials above, Offeror acknowledges that the offer made in this proposal and the resulting contract is available to other entities as indicated as the same prices and terms as in this contract. By its initials, Offeror acknowledges that it has provided for any above indicated availability to other entities in its proposal.

EMPLOYEES NOT TO BENEFIT

I (we) hereby certify that if the contract is awarded to our firm, partnership, corporation, that no employee of MEMA or members of his/her family, including spouse, parents or children has received or been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

CONFLICTS OF INTEREST

The Proposer [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

REPRESENTATION REGARDING CONTINGENT FEES

The Proposer [] has [] has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

REPRESENTATION REGARDING GRATUITIES

The Proposer represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The Proposer certifies that the price submitted in response to the solicitation has been arrived at independently and without – for the purpose of restricting competition – any consultation, communication, or agreement with any other offeror or competitor relating to those prices, the intention to submit an offer, or the methods or factors use to calculate the prices offered.

COLLUSION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same services, materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive proposing or bidding is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards.

ACCEPTANCE OF CONDITIONS

I certify that this proposal indicates whether this offer takes any exceptions to the general terms and conditions of the proposal document and to insurance, bonding, and any other requirement listed. If no exceptions are indicated in the offer, I certify that NO exceptions are taken to any of the terms and conditions of this proposal document.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of the proposal and certify that I am authorized to sign for my company.

Signature

Date

Name (Printed)

Title

STAND-BY CONTRACT FOR BOTTLED WATER
INVITATION FOR PROPOSALS NO. 09012015W
OFFEROR EXECUTION PAGE

Certification of Independent Price Determination – The Offeror certifies that the prices submitted in response to the Request for Proposals, have been arrived at independently and without – for the purpose of restricting competition – any consultation, communication, or agreement with any other Offeror or competitor relating to those prices, the intention to submit a Proposal, or the methods or factors used to calculate the prices in the Proposal.

Offeror acknowledges the following contact information as true and correct. If at any time during the term of this contract this information changes, offeror will immediately notify the MEMA Purchasing Officer.

Company: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Offeror agrees to supply the products or services at the prices specified on the proposal form in accordance with the terms, conditions and specifications contained in the Request for Proposal Specifications and General Conditions.

Offeror

SIGNATURE/TITLE

DATE

COMPANY

**PROPOSED
STAND-BY CONTRACT BOTTLED WATER
MADE BY AND BETWEEN
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY
AND _____**

This document is a contract between the parties listed in Paragraph I, entitled "Parties," to provide services as specified in Paragraph II, entitled "Scope of Services."

- I. Parties. The parties to this contract are the MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, hereinafter referred to as "MEMA" and generally as "State," and CONTRACTOR, hereinafter referred to generally as "CONTRACTOR."
- II. Scope of Services. All services listed in this statement are to be performed by CONTRACTOR unless otherwise noted.
 - A. Goal: To insure the State of Mississippi has the availability of bottled water and bulk water, particularly in the aftermath of manmade or natural disasters.
 - B. CONTRACTOR shall provide the services within RFP No. 09012015W, which is attached here to as Addendum A and incorporated herein by reference, as well as the services outlined in CONTRACTOR's proposal submitted in response to RFP No. 09012015W, which is attached hereto as Addendum B and incorporated herein by reference.
 - C. CONTRACTOR shall appoint a lead contact for this contract that shall be responsible for managing staff, meeting project goals and objectives within the budget limits.
- III. Period of Performance. The period of performance of this contract shall begin on November 15, 2014 and shall end no later than Close of Business November 14, 2015. If necessary, this contract may be renewed at the discretion of MEMA upon written notice to CONTRACTOR at least sixty (60) days prior to the contract anniversary date for a period of one (1) year under the same prices, terms, and conditions as in the original contract. The total number of renewal years shall not exceed four (4).
- IV. Consideration and Payment.
 - A. As consideration for performance of the contract by CONTRACTOR, MEMA shall pay the amount for services not to exceed (AMOUNT TO BE INSERTED BASED UPON PROPOSALS RECEIVED). This amount shall cover all expenses incurred by CONTRACTOR in performing the scope of work included in the contract.

- B. CONTRACTOR shall invoice MEMA monthly. The final invoice shall be submitted only after the final product has been accepted by MEMA.
 - C. CONTRACTOR agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MEMA agrees to make payment in accordance with Mississippi law on "Timely Payment for Purchases by Public Bodies," Section 31-7-301, et seq. Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by MEMA within forty-five (45) days of receipt of invoice.
- V. Subcontractors. CONTRACTOR is authorized to subcontract services as specified in their response proposal dated [DATE OF PROPOSAL] with [ALL SUBCONTRACTORS SPECIFIED IN PROPOSAL]. Otherwise, none of the work or services named in this contract shall be subcontracted without the prior written approval of MEMA. No authorized subcontractor shall submit their invoices directly to MEMA; CONTRACTOR shall include these expenses in their request for payment submitted to MEMA. The time and resources spent on this project by any authorized subcontractor shall be reimbursed through the CONTRACTOR and not MEMA.
- VI. Insurance. CONTRACTOR represents that it will maintain workers' compensation insurance which shall insure to the benefit of all the contractor's personnel provided hereunder, comprehensive general liability or professional liability insurance, with minimum limits of \$500,000.00 (Five Hundred Thousand Dollars) per occurrence. All general liability, professional liability will provide coverage to MEMA as an additional insured. MEMA 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. Should any certificate of insurance required hereunder expire during the term of this contract, it is the responsibility of CONTRACTOR to provide copies of the current insurance certificate to MEMA within five (5) working days. All certificates required are attached hereto as Addendum C and incorporated herein by reference.
- VII. Terms and Conditions Required for Contract for Services with the State of Mississippi. This contract is subject to and incorporates the following terms and conditions governing a contract between MEMA and the Contractor for professional services:
- A. 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.
 - B. Availability of Funds. It is expressly understood and agreed that the obligation of MEMA 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 MEMA, MEMA 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 MEMA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

- C. Representation Regarding Contingent Fees. The contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the contractor's bid or proposal.
- D. Representation Regarding Gratuities. The 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 Rules and Regulations.
- E. Procurement Regulations. The contract shall be governed by the applicable provisions of the Mississippi Procurement Manual as promulgated by the Mississippi Department of Finance and Administration Office of Purchasing, Travel and Fleet Management.
- F. Compliance with Laws. The Contractor understands that MEMA 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.
- G. Stop Work Order.
 - 1. *Order to Stop Work*: The Purchasing chief, may, by written 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 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 Purchasing chief 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 cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
- 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 with 30 days after the end of the period of work stoppage; provided that, if the purchasing chief decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
3. *Termination of Stopped Work:* If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
4. *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.

- H. E-Invoices and E-Payment. The State requires the Contractor submit invoices electronically throughout the term of the agreement. Contractor invoices shall be submitted to MEMA using the processes and procedures identified by the State. Payments by MEMA shall be made and the remittance information provided

electronically as directed by the State. These payments shall be deposited into the bank 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.

- I. E-Verification. Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§ 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, all 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 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 further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following:

1. termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
2. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
3. both.

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

- J. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 31-7-13 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public

access. Prior to posting the contract to the website, any information identified by the Contractor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

- K. Pay mode. Payments by state shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The State, may at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
- L. MEMA, and any other user of this contract, shall order its actual requirements of bottled water. However, MEMA has reserved the right to take bids separately if a particular quantity requirement arises which exceeds MEMA's anticipated requirements.
- M. MEMA possess three exemption from ordering under this contract when:
 - 1. The Chief Procurement Officer or the head of a purchasing agency approves a find that the supply or service available under the contract will not meet a non-recurring, special need of the buying entity;
 - 2. Commodities are produced or services are performed incidental to the State's own program, Mississippi Industries for the Blind, that can satisfy the need; or
 - 3. The Chief Procurement Officer approves a finding that prices obtained in compliance with paragraph (a), (b), or (c) of Section 31-7-13, Mississippi Code of 1972, Annotated, provide a cost effective alternative to the established state contract.

VIII. General Terms and Conditions. This contract is subject to and incorporates the following terms and conditions governing a contract between MEMA and CONTRACTOR for professional services:

- A. Anti-Assignment/Subcontracting. The contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon the contractor's special skills and expertise. The contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State 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 State of any subcontract

shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

- B. Approval. It is understood that this contract requires approval by the Public Procurement Review Board. If this contract is not approved, it is void and no payment shall be made hereunder.
- C. Attorney's Fees and Expenses. Subject to other terms and conditions of this agreement, in the event the contractor defaults in any obligations under this agreement, the contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to the contractor.
- D. Authority to Contract. Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement; (e) that the contractor is not barred from contracting with MEMA; and (f) that the contractor is at least eighteen (18) years old .
- E. Change in Scope of Work. MEMA 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 signed by MEMA and the contractor. If the contractor 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 contractor, the contractor must immediately notify MEMA in writing of this belief. If MEMA believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

F. Claims Based on Procurement Officer's Actions or Omissions.

1. Notice of Claim. If any action or omission on the part of a procurement officer or designee of such officer requiring performance changes within the scope of the contract constitutes the basis for a claim by the contractor for additional compensation, damages, or an extension of time for completion, the contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, the contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
 - a. the contractor shall have given written notice to the procurement officer or designee of such officer:
 - i. prior to the commencement of the work involved, if at that time the contractor knows of the occurrence of such action or omission;
 - ii. within 30 days after the contractor knows of the occurrence of such action or omission, if the contractor did not have such knowledge prior to the commencement of the work; or,
 - iii. within such further time as may be allowed by the procurement officer in writing.

This notice shall state that the contractor regards the act or omission as a reason which may entitle the contractor to additional compensation, damages, or an extension of time. The procurement officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the procurement officer or designee of such officer;

- b. the notice required by subparagraph (a) of this paragraph describes, as clearly as practicable at the time, the reasons why the contractor believes that additional compensation, damages, or an extension of time may be remedies to which the contractor is entitled; and,
- c. the contractor maintains and, upon request, makes available to the procurement officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

2. **Limitation of Clause.** Nothing contained herein shall excuse the contractor from compliance with any rules of law precluding State officers and contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.
 3. **Adjustment of Price.** Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.
- G. **Contractor Personnel.** MEMA 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 contractor. If MEMA reasonably rejects staff or subcontractors, the contractor must provide replacement staff or subcontractors satisfactory to MEMA in a timely manner and at no additional cost to MEMA. The day-to-day supervision and control of the contractor's employees and subcontractors is the sole responsibility of the contractor.
- H. **Debarment and Suspension.** The contractor certifies to the best of its knowledge and belief, that it:
1. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal department or agency or any political subdivision or agency of the State of Mississippi;
 2. has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction;
 3. has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 4. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,

5. has not, within a three year period preceding this proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- I. Errors in Extension. If the unit price and the extension price are at variance, the unit price shall prevail.
- J. Failure to Deliver. In the event of failure of the contractor to deliver services in accordance with the contract terms and conditions, MEMA, after due written notice, may procure the services from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that MEMA may have.
- K. Failure to Enforce. Failure by MEMA 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 MEMA to enforce any provision at any time in accordance with its terms.
- L. Force Majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, the Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
- M. Indemnification. To the fullest extent allowed by law, the contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi 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 attorney's fees, arising out of or caused by the 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, the contractor may be allowed to control the defense of any such claim, suit, etc. In the event the contractor defends said claim, suit, etc., the contractor shall use legal counsel acceptable to the State. The contractor

shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. The contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

- N. Independent Contractor Status. The contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, the contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and the contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or the contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and the contractor. The contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither the contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of MEMA, and MEMA shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants, agents, or employees. MEMA shall not withhold from the contract payments to the contractor any federal or State unemployment taxes, federal or State income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, MEMA shall not provide to the contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.
- O. Integrated Agreement/Merger. This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and the contractor. The contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or the contractor on the basis of draftsmanship or preparation hereof.
- P. Modification or Renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or State revisions of any applicable laws or regulations make changes in this agreement necessary.

- Q. No Limitation of Liability. Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of the contractor for harm caused by the intentional or reckless conduct of the contractor or for damages incurred through the negligent performance of duties by the contractor or the delivery of products that are defective due to negligent construction.
- R. 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 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.

For the contractor: *name, title, contractor, address*

For the agency: Edward Williams, Purchasing Chief
P.O. Box 5644
Pearl, MS 39288-5644
601-933-6390
ewilliams@mema.ms.gov

- S. Non-Solicitation of Employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and the contractor.
- T. 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 MEMA and agreed to by the contractor.
- U. Ownership of Documents and Work Papers. MEMA 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 MEMA 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. The contractor shall be entitled to use such work papers only after receiving written permission from MEMA and subject to any copyright protections.
- V. Price Adjustment.

1. *Price Adjustment Methods.* Any adjustments 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;
 - 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; or,
 - d. by the price escalation clause.
2. *Submission of Cost or Pricing Data.* The contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the *Mississippi Personal Service Contract Procurement Regulations*.
- W. Priority. The contract consists of this agreement, the request for proposal 09012015W (hereinafter referred to as RFP and attached as Addendum A), and the response proposal by CONTRACTOR dated [date] (hereinafter referred to as Proposal and attached as Addendum B). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement and, if still unresolved, by reference to the RFP and, if still unresolved, by reference to the proposal. Omission of any term or obligation from this agreement or attached Addendum A or B shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
- X. Quality Control. The contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by MEMA.
- Y. Record Retention and Access to Records. Provided the contractor is given reasonable advance written notice and such inspection is made during normal business hours of the contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of the contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by the contractor for three years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be

retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.

Z. Recovery of Money. Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to MEMA, 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 MEMA. The rights of MEMA are in addition and without prejudice to any other right MEMA may have to claim the amount of any loss or damage suffered by MEMA on account of the acts or omissions of the contractor.

AA. Requirements Contract. During the period of the contract, the contractor shall provide all the service described in the contract. The contractor understands and agrees that this is a requirements contract and that MEMA shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of MEMA for the period of the contract. The amount is only an estimate and the contractor understands and agrees that MEMA is under no obligation to the contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that MEMA may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

BB. Right to Audit. The contractor shall maintain such financial records and other records as may be prescribed by MEMA or by applicable federal and State laws, rules, and regulations. The contractor shall retain these records for a period of three years after final payment, or until they are audited by MEMA, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

CC. Right to Inspect Facility. The State may, at reasonable times, inspect the place of business of a contractor or any subcontractor which is related to the performance of any contract awarded by the State.

DD. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

EE. State Property. Contractor will be responsible for the proper custody and care of any State-owned property furnished for contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.

FF. Termination for Convenience Clause.

1. *Termination.* The purchasing chief may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The purchasing chief shall give written notice of the termination to the contractor specifying the part of the contract terminated and when 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 subcontracts and orders connected with the terminated work. The purchasing chief may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

GG. Termination for Default Clause.

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 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 purchasing chief may notify the contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the purchasing chief, such officer 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 a failure to properly perform. In the event of termination in whole or in part, the purchasing chief may procure similar supplies or services in a manner and upon terms deemed appropriate by the purchasing chief. 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 purchasing chief, 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 by the State shall be at the contract price. The State may withhold from amounts due the contractor such sums as the purchasing chief 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.
4. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, 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 such performance) if the contractor has notified the purchasing chief 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, the 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 the contractor to meet the contract requirements. Upon request of the contractor, the purchasing chief 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, 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 entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

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 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.
6. *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.

HH. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by MEMA upon written notice to the contractor, if the contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the contractor of an assignment for the benefit of its creditors. In the event of such termination, the 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.

II. Third Party Notification. Contractor shall give the customer 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 agreement.

JJ. Unsatisfactory Work. If, at any time during the contract term, the service performed or work done by the contractor is considered by MEMA to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, the contractor shall, on being notified by MEMA, immediately correct such deficient service or work. In the event the contractor fails, after notice, to correct the deficient service or work immediately, MEMA shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the contractor.

KK. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by

the other party will imply, be construed as or require waiver of future or other defaults.

This written document, along with all addendums as well as other documents listed in Paragraph VIII.W. Priority embodies the entire contract. It constitutes the final expression of the parties' agreement, and is a complete and exclusive statement of the terms of that agreement.

ROBERT R. LATHAM, JR., EXECUTIVE DIRECTOR
MS EMERGENCY MANAGEMENT AGENCY

DATE

NAME, POSITION
FULL NAME OF CONTRACTOR

DATE

ATTACHMENT A
DETAILED PRICE SCORING INFORMATION

General Information

The pricing documentation submitted on Attachment B (Vendor Quote Sheet) will be graded using a points system. The maximum points available for pricing are fifteen (15). There are seven (7) scored categories included in the Vendor Quote Sheet and each category provides maximum total points available of 15/7 (with categories totaling the maximum fifteen (15) points available).

Grading of Categories

Each category will be graded separately. The lowest price submitted will receive the maximum score available for that category. The lowest category price offered in response to this RFP will then be divided by every other category price offered, individually. This will produce a percentile for each category price. Each percentile will then be multiplied by the total available points to produce a score for each category. The categories will be totaled to provide the total pricing score.

Formula: $(\text{Lowest Price/Proposal Price}) \times \frac{\text{maximum points available}}{\text{score}} = \text{score}$

Proposal pricing will then be recorded in the RFP grading process according to the points awarded based on the above mentioned formula.

Each Category will be tabulated in the same manner for each offeror, and all categories will be totaled to determine offeror's total score for price

Example

Pricing Categories	Offeror A	Offeror B	Offeror C
<i>Total Cost Per Truck</i>	\$9000 per truck	\$7650 per truck	\$8640 per truck
<i>Daily Delivery Rate</i>	\$100	\$125	\$110
<i>Freight – Flat Rate Per Day</i>	\$1000	\$900	\$800
<i>Freight – Per Mile</i>	\$10 per mile	\$15 per mile	\$20 per mile
<i>Drayage – Per Hour</i>	\$25 per hour	\$40 per hour	\$30 per hour
<i>GPS Tracking Device – Per Truck</i>	\$100	\$90	\$95
<i>Pallet Charge – Per Pallet</i>	\$10	\$8	\$12

The lowest score in each category is highlighted.

Calculations for each Pricing Category

Pricing Categories	Offeror A Pricing Tabulation	Offeror B Pricing Tabulation	Offeror C Pricing Tabulation
<i>Total Cost Per Truck</i>	$(7650/9000) \times (15/7) = 1.821$	Lowest price $15/7 = 2.142$	$(7650/8640) \times (15/7) = 1.897$
<i>Daily Delivery Rate</i>	Lowest price $15/7 = 2.142$	$(100/125) \times (15/7) = 1.714$	$(100/110) \times (15/7) = 1.948$
<i>Freight – Flat Rate Per Day</i>	$(800/1000) \times (15/7) = 1.714$	$(800/900) \times (15/7) = 1.904$	Lowest price $15/7 = 2.142$
<i>Freight – Per Mile</i>	Lowest price $15/7 = 2.142$	$(10/15) \times (15/7) = 1.428$	$(10/20) \times (15/7) = 1.071$
<i>Drayage – Per Hour</i>	Lowest price $15/7 = 2.142$	$(25/40) \times (15/7) = 1.339$	$(25/30) \times (15/7) = 1.785$
<i>GPS Tracking Device – Per Truck</i>	$(90/100) \times (15/7) = 1.928$	Lowest price $15/7 = 2.142$	$(90/95) \times (15/7) = 2.030$
<i>Pallet Charge – Per Pallet</i>	$(8/10) \times (15/7) = 1.714$	Lowest price $15/7 = 2.142$	$(8/12) \times (15/7) = 1.428$
TOTAL PRICE SCORE	13.603	12.811	12.301

**Price tabulations be calculated using an Excel spreadsheet to maximize point values. The final price score will be truncated to the thousandth decimal place.*

Each Proposer's pricing score would then be inserted onto the grading sheets utilized by the selection committee. All other scores will be determined by the grading committee.

**ATTACHMENT B
VENDOR QUOTE SHEET**

Name of Company: _____ Date: _____
 Point of Contact Name: _____
 POC Phone Number: _____

Please complete all sections.

1.	Cost Per \$ _____ Liter	# Liters per truck _____	
	Total Cost Per Truck \$ _____ <i>(This should be the above referenced cost per liter multiplied by the above referenced liters per truck)</i>		
2.	Daily delivery Rate: \$ _____	Flat fee must be inclusive of all additional cost after initial (i.e. drayage, per diem, onward mileage, refer/dry rental, etc.) No Information required if daily rate is being applied.	
3.	Freight \$ _____ Flat Rate per/Day	or	\$ _____ Per Mile
4.	Drayage \$ _____ Per Hour Up to <u>10 Hours</u> per day in a 24 hour period.		
5.	GPS Tracking Device \$ _____ Per Truck		
6.	Pallet Charge \$ _____ Per Pallet		

**** Please attach any additional pricing documentation provided by the vendor. (i.e. price list, flat rate details or company information). However, this information will only be used for informational purposes. Prices utilized in the contract, and the criteria proposal prices will be graded upon is contained in the table above.**



**STATE OF MISSISSIPPI
MS EMERGENCY MANAGEMENT AGENCY**

SUPPLIER

OLYMPUS GROUP INC
9000 W HEATHER AVE
MILWAUKEE WI 53224
3100034528

Purchase Order	
PO Number	: 4000019725
Status	: Ordered
Date Issued	: 09/04/2014
FY Ending	: 2015
Terms of Payment	: Pay immediately due
Contact Person	: HAMBRICK ERIC H
Email	: EHAMBRICK@MEMA.MS.GOV
Telephone	: N/A
Fax	: N/A

DELIVERY ADDRESS	INVOICE ADDRESS	GOODS RECIPIENT
1701-721 - EMERGENCY MGMT AGCY #1 MEMA DRIVE PEARL MS 39208	1721-721 -MS EMERGENCY MANAGEMENT AGENCY P O BOX 5644 PEARL MS 39288	JANA N HENDERSON

Notice to Vendor:

Subject to proposals and contract conditions, furnish and deliver items or services listed below.

Item	Change Indicator	Product No. / Supplier Part No.	Description	Delivery / Req. Date
Qty.	Unit	Price Per Unit	Discount	Amount
1			Jake the Wizard Mascot	09/26/2014
1	EA	\$ 6800.00	\$ 0.00	\$ 6800.00
2			Delta the Dog Mascot	09/26/2014
1	EA	\$ 3595.00	\$ 0.00	\$ 3595.00
3			Pearl the Pup Mascot	09/26/2014
1	EA	\$ 3290.00	\$ 0.00	\$ 3290.00
4			Duffle Bag	09/26/2014
3	EA	\$ 94.00	\$ 0.00	\$ 282.00
5			Freeze Kit	09/26/2014
3	EA	\$ 195.00	\$ 0.00	\$ 585.00
6			Shipping	From 09/04/2014 to 09/26/2014
1	EA	\$ 261.92	\$ 0.00	\$ 261.92

Total Value: \$ 14,813.92

Vendor Instructions:

1. The vendor shall show this purchase order number on all related invoices, delivery memoranda, bills of lading, packages and/or correspondences.
2. A separate invoice, in duplicate, for this purchase order or for each shipment thereon shall be rendered immediately following shipment.
3. All prices, unless otherwise specified, are net, F.O.B. destination, with transportation charges prepaid.
4. Equipment, materials and/or supplies delivered on this order shall be subject to inspection and test upon receipt and if rejected shall remain the property of the vendor.
5. If shipment is made by freight or express the bill of lading, properly receipted, shall accompany original invoice.
6. If not shown on this order, shipping instructions will be supplied by the using department.

Approved By: EDWARD C WILLIAMS, BRANCH DIRECTOR II

Marlene Short

From: Steven Newell
Sent: Friday, September 05, 2014 11:22 AM
To: Marlene Short
Subject: FW: GoDaddy Order Confirmation

FYI..Credit card purchase....

Purchase Requisition #9869

From: GoDaddy [mailto:donotreply@godaddy.com]
Sent: Friday, September 05, 2014 11:12 AM
To: Steven Newell
Subject: GoDaddy Order Confirmation



Steven Newell, thank you for your order.
24/7 Support: **(480) 505-8877**

Order Confirmation
Thank you.

Below are important details about your order. Questions? We're here to help. Simply call our customer support representatives.

Order Number:
726085342

Customer Number:
70452615

Need help?

(480) 505-8877

Support

Take our survey

The banner features a background image of a laptop and a coffee cup on a desk. The text is white and black, providing a clear call to action and contact information.

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Product	Quantity	Term	Price
.ORG Domain Name Renewal - 1 Year (recurring) MSPREPSUMMIT.ORG	1 domain(s)	1 Year(s)	\$18.17
Private Registration Services - Renewal MSPREPSUMMIT.ORG	1	1 Year(s)	\$9.99
Hosting - Web - Ultimate Secure - Windows - US Region - Renewal - 1 year (recurring)	1 Plan(s)	1 Year(s)	\$179.88
Standard SSL Renewal (1 Year) (annual)	1 certificate(s)	1 Year(s)	\$69.99
Subtotal:			\$278.03
Tax:			\$0.00
Order Total:			\$278.03



NOTE: Unless you have specifically selected the manual renewal option, your purchase includes enrollment in our automatic renewal service. This keeps your products up and running by automatically charging the then-current renewal fees to your payment method on file just before

they're set to expire, with no further action on your part. You may cancel this service at any time by turning off the auto-renewal feature in your GoDaddy account.

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Prices are current as of 9/5/2014, and may be changed without notice.

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