

REQUEST FOR PROPOSALS

The Mississippi Department of Archives & History (MDAH) is currently seeking a firm to conduct an archaeological investigation at Winterville Mounds (WM), located at 2415 Highway 1 North, Greenville, Mississippi. 38701

OVERVIEW

A series of severe rainstorms from March 8 through 13, 2016 caused a large portion of the northeastern slope of Mound A at WM to slough off. See picture on last page of the RFP. The area is approximately 18 feet deep, 24 feet wide, and 90 feet long.

In order for MDAH to stabilize and repair the mound, an archaeological investigation is needed to further assess the damage; examine the original structure and construction stages of the mound; and mitigate losses resulting from the slope failure and stabilization efforts.

The requested investigation will facilitate the development of an appropriate plan by archaeologists, federally recognized Native American tribes, and engineers for stabilization that will contribute to the preservation of this important cultural resource while minimizing impacts to the mound by the stabilization process.

All proposals will adhere to the protocols of Section 106 of the National Historic Preservation Act and Mississippi Antiquities Statute.

Photographs of the mound site and slide are located on the last pages of this RFP.

SCOPE OF SERVICES

The required fieldwork will focus on obtaining a profile of the mound stratigraphy. Exposed profiles will be mapped and photographed as well as soil color and texture data will be recorded with a MDAH total station. All effected soils will be water screened through ¼ inch screens. Samples will be taken for recovery and analysis of botanical and faunal remains. Samples will also be taken for radiocarbon dating. An approved track-hoe operator, rubber tire track-hoe only, determined by previous documented archaeology work to be submitted with proposal, will remove landslide soils and expose surfaces beneath the historic impacts and fills associated with twentieth-

century restorations. These effected soils will be relocated to a designated site located at least 50 feet away from the mound in a sufficient numbers of piles to facilitate archaeology work. The soil will be placed on a protective layer to prevent integration into other soil. Upon completion a determination will be made regarding final placement of soil.

1. In accordance with page 43 of the Personal Service Contract Review Board Rules and Regulation, dated April 15, 2016, the following mandatory items are disclosed:

a. Type of service required: Professional Archaeology

b. Description of work: Contractor will be required to perform professional archaeology services to the affected area of Mound A, located at Winterville Mounds, Greenville, MS.

c. Estimate of when and for how long the services will be required: Archaeological services will be required upon approval of the contract and are expected to last 120-180 days.

d. Type of contract to be used: Service Contract not to exceed one year.

e. Date for proposal submission: August 9, 2016, 3:00 p.m. **LATE PROPOSALS WILL NOT BE ACCEPTED!!!** Proposals should be submitted to the William Winter Building, 200 North Street, ATTN: Finance Office, Jackson, MS 39201

f. All proposals will be in writing accompanied by a letter, on business letterhead, and signed by the owner or an officer of the business.

g. Proposers may designate those portions of the proposal which contain trade secrets or other proprietary data which may remain confidential in accordance with Mississippi Code Annotated 25-61-9 and 79-23-1.

2. As a minimum all proposals will include the following information/documentation:

a. Name of the proposer, location of the proposer's principal place of business, and the location of the performance of the proposed contract.

b. Age of the proposer's business and average number of employees over the past five years.

c. Abilities, qualifications and experience of all persons who will be assigned to provide required services.

d. A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed within the last five years.

e. A detailed plan, including a detailed budget worksheet, describing in as much detail as possible how the services will be performed. The budget worksheet should be contained in a separate sealed envelope within the proposal.

3. Additional Requirements/Information to be included/considered in each proposal:

a. Move slide dirt at least 50 feet from mound and place on a protective barrier. Only equipment with rubber tires is authorized for use. Any damage to the Winterville Mounds grounds is the responsibility of the contractor.

b. Proposal should include cost to excavate one to two feet on both sides of the slide and one to two feet deep in the bottom of the slide to determine findings for preparation of repair.

c. Identifying, containerizing, documenting, and storage of artifacts shall be in accordance with:

<http://www.mdah.ms.gov/new/wp-content/uploads/2013/06/archguidelines8-13-2012.pdf>

d. If required, handling of human remains will be in accordance with the above guidance.

e. Professional archaeology questions and guidance regarding artifacts shall be directed to Pam Lieb. Email questions to

wmmoundarfp@mdah.ms.gov on a Microsoft Word attachment. Questions and answers will be posted to the following website:

<http://www.mdah.ms.gov/WM-RFP/>

Questions should be submitted NLT August 3, 2016 at 3:00 p.m. Answers will be posted NLT August 4, 2016 at 3:00 p.m. Any clarifications will be posted on August 5, 2016 NLT 3:00 p.m.

f. Proposer must provide at least three Phase II or Phase III reports conducted within the last five years, if available.

g. Contractor will be required to produce a Technical Phase III report upon completion of project. This report will be required no later than 30 calendar days after completion of work.

h. Proposer will provide five (5) printed copies of their proposal and on thumb drive containing the proposal.

i. If selected, the contractor is required to register in the states procurement/payment system, MAGIC. To register the contractor should go to <http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/>

4. Contract award will not be based solely on low bid as authorized by the Mississippi State Personnel Board Personal Service Contract Review Board Rules and Regulations, dated April 15, 2016. These rules can be located at www.mspb.ms.gov, in the Personal Service Contract Review Board tab located at the top of the webpage. Factors to be used in the evaluation and selection process and relative importance.

Proposal	30 % Very Important
Abilities to Perform	40% Critical
Staff & Equipment	5% Very Important
Past Performance	10% Very Important
Budget	15% Very Important

5. The agency may conduct discussions with responsible proposers to clarify questions. All information provided to proposer will be afforded to all responsible proposers via <http://www.mdah.ms.gov/WM-RFP/>

6. Contractor will have work site access after normal work hours, if needed.

7. Personal sanitation requirements are the responsibility of the contractor and must be approved by the Site Director.

8. Erection of temporary shelters is authorized but require approval by the Site Director.

9. Submit detailed track-hoe operator qualifications and experience with proposal.

10. The Mississippi Department of Archives and History reserves the right to reject any and/or all bids and to waive all informalities.

APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

AVAILABILITY OF FUNDS

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

PROCUREMENT REGULATIONS

The contract shall be governed by the applicable provisions of the *Mississippi Personal Service Contract Review Board Rules and Regulations*, a copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>.

COMPLIANCE WITH LAWS

Contractor understands that the Department of Archives and History is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor PSCRB Rules and Regulations Page 144 Effective Date 4/15/2016 agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

STOP WORK ORDER

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

work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) **Cancellation or Expiration of the Order:** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, 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 Contractor's properly allocable to, the performance of any part of this contract; and, (b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) **Termination of Stopped Work:** If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) **Adjustments 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.

REPRESENTATION REGARDING CONTINGENT FEES

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

REPRESENTATION REGARDING GRATUITIES

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

ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the Department of Archives and History by the time and at the place specified for receipt of proposals. Amendments will be located on the following website and it is the responsibility of the proposer to monitor:

<http://www.mdah.ms.gov/WM-RFP/>

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

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

E-PAYMENT

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305. PSCRB Rules and Regulations Page 146 Effective Date 4/15/2016

E-VERIFICATION

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

TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.*, and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and

Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential PSCRB Rules and Regulations Page 147 Effective Date 4/15/2016 commercial or financial information and shall be available for examination, copying, or reproduction.

PAYMODE

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

CONTRACTOR PERSONNEL

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

DEBARMENT AND SUSPENSION

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; PSCRB Rules and Regulations Page 152 Effective Date 4/15/2016 (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.

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 (“force majeure events”). When such a cause arises, 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.

INDEMNIFICATION

To the fullest extent allowed by law, 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 Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

INSURANCE

Contractor represents that it will 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 \$2,000,000.00 per occurrence and fidelity bond insurance with minimum limits of \$100,000.00. All general liability, professional liability and fidelity bond insurance will provide coverage to the Department of Archives and History as an additional insured. The Department of Archives and History 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.

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.

OWNERSHIP OF DOCUMENTS AND WORK PAPERS

The department of Archives and History 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 Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to the Department of Archives and History upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from the Department of Archives and History and subject to any copyright protections.

UNSATISFACTORY WORK

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

PRE-PROPOSAL CONFERENCE (MANDATORY)

A *mandatory* pre-proposal conference will be held at 10:30 a.m. on Tuesday, August 2, 2016 at Winterville Mounds, 2415 Highway 1 N, Greenville, MS 38701. All interested parties are required to attend. The purpose of the pre-proposal conference is to allow potential bidders an opportunity to present questions to staff, examine the mound, and obtain clarification of the requirements of the bid documents. Because the Department of Archives and History considers the conference to be critical to understanding the bid requirements, attendance is mandatory in order to qualify as a bidder. Minutes of the conference will be published at

<http://www.mdah.ms.gov/WM-RFP/>. No proposals will be accepted until the day following this meeting.

