

October 17, 2016

Department of Finance and Administration  
Office of Capitol Facilities

Amendment 1

IFB #3160001234

Indoor Air & Environmental Quality Services &  
Products for Capitol Complex, Jackson, MS; E. L. Bolton Building,  
Biloxi, MS; and State Service Center Buildings #1 & #2, Hattiesburg, MS

Please make the following changes as indicated.

Be sure to sign the Acknowledgement of Amendment(s) on page 26 (page 21 of the original IFB). This must be included in your IFB submission package.

1. On page 17, add header to paragraph #41. DELAY OF BID DUE TO EMERGENCY/FORCE MAJEURE.
2. Insert pages 18-22, "SPECIFICATIONS", which were omitted from the original IFB. Please note that page numbers 18-38, will now be 18-43, due to the insertion of "SPECIFICATIONS".
3. Page 18 of original IFB – page 23 of revised numbering of pages - under NEW CAPITOL – change # of filters on 1" MERV 8 Pleated Panels from 391 to 410.
4. Page 19 of original IFB - page 24 of revised numbering of pages – under WILLIAM WINTER BLDG – 88 – 12" MERV 14 Rigid Cells – Service 11/20/2016, 11/20/2018, ADD 11/20/2020.
5. Page 19 of original IFB – page 24 of revised numbering of pages – under CAPERS – 15 – 12" MERV 14 Rigid Cells – Service 11/05/2016, 11/05/2018, ADD 11/05/2020.
6. Page 20 of original IFB – page 25 of revised numbering of pages – under GARTIN BLDG – 104 – 12" MERV 14 Rigid Cells – Service 3/05/2017, 3/05/2019, ADD 3/05/2021.
7. Page 20 of original IFB – page 25 of revised numbering of pages – under WALTER SILLERS BLDG – 8 – 12" MERV 14 Rigid Cells – Service 11/05/2016, 11/05/2018, ADD 11/05/2020.
8. Page 24 of original IFB – page 29 of revised numbering of pages – under BID FORM, correct spelling of Cycle to Cycles.

9. Page 24 of original IFB – page 29 of revised numbering of pages – under BID FORM, under NEW CAPITOL – 1” MERV 8 Pleated Panels – change # from 391 to 410.
10. Page 25 of original IFB – page 30 of revised numbering of pages – under BID FORM, correct spelling of Cycle to Cycles.
11. Page 25 of original IFB – page 30 of revised numbering of pages – under Total Cost 36 Months, change from 36 months to 60 months.
12. Page 26 of original IFB – page 31 of revised numbering of pages – under BID FORM, correct spelling of Cycle to Cycles.
13. Page 26 of original IFB – page 31 of revised numbering of pages – under Total Cost 36 Months, change from 36 months to 60 months.
14. Page 27 of original IFB – page 32 of revised numbering of pages – under BID FORM, correct spelling of Cycle to Cycles.
15. Page 27 of original IFB – page 32 of revised numbering of pages – under Total Cost 36 Months, change from 36 months to 60 months.

A copy of the REVISED IFB with ALL corrections and/or changes has been included with this Amendment 1.

  
\_\_\_\_\_  
Judy Miller  
Purchasing Director

10/17/16  
Date

**INDOOR AIR AND ENVIRONMENTAL QUALITY SERVICES AND PRODUCTS FOR CAPITOL COMPLEX, JACKSON, MISSISSIPPI**

Department of Finance and Administration (the "DFA")  
Office of Capitol Facilities  
501 N. West Street  
Jackson, MS 39201

**IFB #3160001234**

**Sealed Bids, subject to the conditions made a part hereof, will be received Thursday October 20, 2016, at 2:00 P.M. in Suite 1301B, Woolfolk Bldg., Jackson, Mississippi for furnishing services described herein.**

**IMPORTANT NOTE:** Indicate firm name, and BID number on the front of each sealed proposal envelope or package.

Direct all inquiries concerning this BID/IFB to:

Judy Miller  
Purchasing Department  
501 N. West Street  
Jackson, MS 39201  
[judy.miller@dfa.ms.gov](mailto:judy.miller@dfa.ms.gov)  
601-359-3656

**Note 1: A pre-bid conference will be held in the Conference Room on the 13th Floor of Woolfolk Building at 2:00 P.M. on Wednesday October 12, 2016.**

**A walk-through of the buildings to be included in the bid will be available for any prospective bidders immediately following the pre-bid meeting. All prospective bidders will be able to tour the buildings in the Capitol Complex, Jackson, Mississippi, and the E. L. Bolton Building in Biloxi, Mississippi, referenced in IFB # 3160001234.**

**Note 2:** Questions and clarifications concerning the specifications in this IFB must be submitted in writing and will be accepted until **2:00 P.M. on Friday October 14, 2016.** A summary of all questions and answers will be posted at [www.dfa.ms.gov](http://www.dfa.ms.gov) as an addendum located under IFB # 3160001234. The questions, answers, and any revisions to the IFB will be posted on the same website by **2:00 P.M. on Tuesday October 18, 2016.**

**Note 3:** It is the bidder's responsibility to assure that all addenda have been reviewed and if applicable, signed and returned.

- 1. DEPARTMENT OF FINANCE AND ADMINISTRATION (DFA) OFFICE OF CAPITOL FACILITIES: One of the functions of the DFA is to serve as the State's Landlord for**

**agencies housed in the Capitol Complex. As a part of this function, DFA is responsible for providing Heating Ventilation and Air Conditioning (HVAC) Services for said Capitol Complex in Jackson, Mississippi, the two Hattiesburg Service Center Buildings and E. L. Bolton Building in Biloxi, Mississippi.**

- a. *DFA desires to contract with a reputable and responsible firm(s) which can efficiently and effectively provide Proper Indoor Air and Environmental Quality Services And Products (Air Filter Services) for the Capitol Complex facilities.*
- b. *The Capitol Complex in Jackson consists of approximately 20 buildings with 1,256,429 s.f. of leasable space and approximately 3,046 occupants. The Bolton Building has approximately 136,611 s.f. of space. The Hattiesburg Service Center has two each one story buildings. The locations have a need for Air Filter Service Replacement on a routine basis for Cooling and Heating Systems; It is critical that Air Filters Servicing be accomplished regularly in the Capitol Complex. It is the responsibility of the successful bidder(s) to assure that Air Filter Service is provided properly on a routine basis. Also, it is the responsibility of the successful Bidder(s) to pay for and provide for Material, labor, Supervision, Expertise, other supplies, tools and equipment required to accomplish the Air Filter Service work items as required in the scope of work.*
- c. *The Department of Finance and Administration (DFA) is seeking comprehensive bids to provide Air Filter Services for the Heating, Ventilation and Air Conditioning (HVAC) systems in Capitol Complex for a multi-year term by qualified vendor(s) at the Capitol Complex in Jackson, Mississippi, the two Service Center buildings in Hattiesburg, Mississippi and the E. L. Bolton Building in Biloxi, Mississippi.*
- d. Additional information about *DFA* can be found at our website [www.dfa.ms.gov](http://www.dfa.ms.gov).

## **2. INVITATION TO SUBMIT BID ON IFB**

*DFA* invites qualified vendors to submit bids to provide Indoor Air and Environmental Quality Services and Products for the Capitol Complex, the Service Centers and the E. L. Bolton Building as listed above and included on the cost sheet.

## **3. INQUIRIES ABOUT IFB**

a. Prospective bidders may make written inquiries concerning this IFB shall request to obtain clarification of requirements. Responses to these inquiries may be by addendum to the IFB. The deadline for inquiries shall be **2:00 P.M. on Friday October 14, 2016**. Please send your inquiries to Judy Miller. She may be reached via electronic mail at [judy.miller@dfa.ms.gov](mailto:judy.miller@dfa.ms.gov).

- a. *Judy Miller  
Department of Finance and Administration/Purchasing Department*

501 N. West St.  
Jackson, MS 39201  
*judy.miller@dfa.ms.gov*  
*Ph. 601-359-3656*

- b. All inquiries should be marked **“URGENT INQUIRY. Department of Finance and Administration, IFB No. 3160001234.”**

**4. ADDENDUM OR SUPPLEMENT TO IFB**

In the event it becomes necessary to revise any part of this IFB, an addendum to this IFB will be provided to each respondent who received the original IFB. Respondents shall not rely on any other interpretations, changes or corrections. Addendums shall also be posted on the DFA website as noted above.

**5. ADMINISTRATIVE INFORMATION**

**a. ISSUING OFFICE**

This IFB is issued by the following office:

Department of Finance and Administration/Office of Capitol Facilities  
501 N. West Street, Jackson, MS 39201

**b. SCHEDULE OF CRITICAL DATES**

The following dates are for planning purposes only unless otherwise stated in this RFP. Progress towards their completion is at the sole discretion of the DFA

- (1) **IFB Posted** **Monday October 03, 2016**
- (2) **A pre-bid conference will be held in the Conference Room on the 13th Floor of Woolfolk Building at 2:00 P.M. on Wednesday October 12, 2016.**
- (3) **Questions concerning the specifications in this IFB must be submitted in writing and will be accepted until 2:00 P.M. on Friday October 14, 2016.**
- (4) **A summary of all answers to questions of bidders will be posted at www.dfa.ms.gov as an addendum located under IFB No. 3160001234. The answers and any revisions to the IFB will be posted on the same website by 2:00 P.M. on Tuesday October 18, 2016.**

- (5) **The BIDS will be received until 2:00 P.M. on Thursday, October 20, 2016, in the 13<sup>th</sup> floor Conference Room, Suite 1301B, Woolfolk Building, 501 N. West Street, Jackson, MS 39201.**
- (6) **Estimated date of award** **January 15, 2017**
- (7) **Estimated contract effective date:** **February 01, 2017**

## 6. BID CONTENTS

Upon award of contract(s), successful bidder(s) will be asked to provide a transition plan and timeline and obtain DFA's input and concurrence before moving forward.

## 7. TERM OF CONTRACT

- a. It is DFA's intention to enter into a five (5) year agreement. While DFA intends to enter into a five (5) year contract and expects to stay with the same contractor for the full term of the contract, it is understood that during a five (5) year span, there can be vast changes in technology, economy, marketing, services, customer preferences and products. Such changes may require that DFA consider alternate methods or other providers.
- b. DFA reserves the right to terminate this agreement with a thirty (30) day notice by the *authorized individual* via certified mail to the address listed on the signature page of this IFB (See Appendix A) if any of the terms of the bid and/or contract are violated. In the event of termination of contract and re-advertisement is initiated by DFA, the current contractor and DFA agree to give reasonable access and inspection of equipment and service locations to the other interested respondents. The successful respondent shall be allowed access to the premises at reasonable times within the six (6) month period prior to the termination of the contract and during the bid period. Said successful bidder shall not disrupt the operation while exercising this privilege.
- c. In the event the contractor fails to carry out and comply with any of the conditions and agreements to be performed under the specifications, DFA will notify the contractor, in writing, of such failure or default. In the event the necessary corrective action has not been completed within a ten (10) day period, the contractor must submit, in writing, why such corrective action has not been performed. The DFA reserves the right to determine whether or not such noncompliance may be construed as a failure of performance of the contractor/vendor.
- d. Termination of contract by contractor without cause can only occur with at least thirty (30) days notice prior to the proposed termination of the contract.

- e. In the event DFA employs attorneys or incurs other expenses it considers necessary to protect or enforce its rights under this contract, the contractor/vendor agrees to pay the attorney's fees and expenses so incurred by DFA.

**8. BID SUBMISSION**

- a. The bid package must be received on or before **2:00 P.M. on Thursday, October 20, 2016**. It is the responsibility of the respondent to ensure that the bid package arrives in the Department of Finance and Administration (DFA) office on-time. The bid package should be delivered or sent by mail to:

**Department of Finance and Administration  
Suite 1301B Woolfolk Building  
501 N. West Street  
Jackson, MS 39201  
ATTN: Judy Miller**

- b. Your bid must be properly marked and signed. Addenda acknowledgement must be included and bids must be signed by an authorized representative of the company making the bid. Company shall be registered with the Secretary of State's Office to perform the type of work indicated in this bid request.

The signature on the "Original" signature page should be in **blue** ink.

- c. DFA reserves the right to reject any and all bids and to waive informalities and minor irregularities in bids received and to accept any portion of a bid or all items bid if deemed in the best interest of the DFA to do so.

- d. Bids received after the stated due date and time will be returned unopened. Submission via facsimile or other electronic means will not be accepted.

**9. ACCEPTANCE TIME**

- a. Bid shall be valid for one-hundred and fifty (150) days following the bid due date.

**10. BID CANCELLATION**

- a. This IFB in no manner obligates DFA to the eventual purchase of any services described, implied or which may be bid until confirmed by a written contract. Progress towards this end is solely at the discretion of DFA and may be terminated without penalty or obligations at any time prior to the signing of a contract. DFA reserves the right to cancel this IFB at any time, for any reason, and, to reject any or all proposals or any parts thereof.

**11. PRE-BID CONFERENCE**

- a. A pre-bid conference shall be held on Wednesday **October 12, 2016 at 2:00 P.M.** in the Conference room on the 13th floor of Woolfolk Bldg. All interested bidders are strongly encouraged to attend.

**12. ANNUAL MEETINGS WITH DEPARTMENT OF FINANCE AND ADMINISTRATION (DFA)**

- a. Throughout the term of the contract, the successful contractor(s), as a minimum, shall meet annually with the appropriate representative(s) of DFA to discuss the operation in general, new trends that need to be considered, new proposals, and overall general contract status. Additional meetings may be called by either party if they deem it to be needed.

**13. INDEPENDENT CONTRACTOR CLAUSE**

- a. The contractor shall acknowledge that an independent contractor relationship is established and that the employees of the contractor are not, nor shall they be deemed employees of DFA, and that employees of DFA are not, nor shall they be deemed employees of the contractor.

**14. PROGRAM OVERVIEW**

- A. The **purpose** of this agreement is to state and define the terms and conditions under which the Contractor shall provide full comprehensive Air Filter Services for the Heating, Ventilation, and Air Conditioning (HVAC) systems to meet the current and future needs to the Department of Finance and Administration (DFA) for all facilities listed in the bid form for all Capitol Complex facilities in Jackson, Hattiesburg, and Biloxi, Mississippi.

Bidder shall adequately acknowledge its ability to meet the minimum technical and general requirements of the Specification of the bid (IFB).

Following is a list of the buildings included in the proposed contract, together with the number and type of air conditioning/ventilation filters per building and the frequency of change for filters.

B. General Requirements:

b.1 The successful bidder shall install, own and maintain the air filters and all required equipment.

b.2 The successful bidder shall provide a management employee to oversee the implementation and maintenance of the air filter system program.

b.3 The successful Bidder shall, in the event of a failure which requires immediate attention, have a management employee on-site at DFA within one (1) hour of receiving notice of the event.

b.4 The successful Bidder shall have a management employee that makes weekly service calls to DFA

b.5 The successful Bidder's Air Filter Expert shall be responsible for making bi-monthly service calls to DFA and site visits when appropriate and as requested by DFA.

b.6 The successful Bidder shall be responsible for the ordering and transporting of all filters to the proper DFA location on an as-needed basis. Bulk storage of filters on-site will not be allowed.

b.7 The successful Bidder shall provide operating and service training for specified DFA personnel, including applicable Operation and Maintenance (O & M) manuals.

b.8 The successful Bidder shall provide as-needed visits to service the Air filter program to address problems that may occur between weekly system checks.

C. **Award Terms:** This contract shall be awarded by written notice to the lowest responsible bidder whose bid meets the requirements and criteria set forth in this IFB.

D. **Taxes:** The DFA is exempt from state sales tax.

E. **Payment Terms:** Payment for product/services purchased by DFA will be made within 45 days after service is received, accepted, and proper invoice is submitted for payment. Payments shall be made on a monthly basis.

F. **Standard Contract:** The awarded contractor(s) will be expected to enter into a contract that is in substantial compliance with DFA's standard contract (see attached sample contract exhibit). Proposal should include any desired changes to the standard contract. It should be noted that there are many clauses which the DFA cannot change. Significant changes to the standard contract may be cause for rejection of a proposal.

- G. **The Procurement Process:** The following is a general description of the process by which a firm will be selected to fulfill this IFB.
- a. Invitation to Bid (IFB) is issued to prospective respondents.
  - b. A pre-bid conference will be held.
  - c. A deadline for written questions is set.
  - d. Bids will be received as set forth in Section 9.
  - e. Unsigned bids will not be considered.
  - f. All bids must be received by DFA no later than the date and time specified on the cover sheet of this bid.
  - g. Bids shall be opened publicly, in the presence of two or more agency officials. A Register of Bids received shall be prepared by the Procurement Officer. Bids will be opened, read aloud, and bid prices shall be recorded for each bid. No discussions will be entered into with any bidder as to the quality or provisions of the specifications and no award will be made, either stated or implied at the bid opening.
  - h. Bids will be evaluated and awarded based on the lowest responsible bidder whose bid meets the requirements and criteria set forth in this IFB. All participating bidders will be notified of the DFA's intent to award a contract. The DFA will identify the selected vendor. Notice of award is also made available to the public.

## **15. 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 said state. The Contractor shall comply with applicable federal, state, and local laws and regulations.

## **16. AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the DFA 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 DFA, the DFA 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 DFA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

## **17. PROCUREMENT REGULATIONS**

The contract shall be governed by the applicable provisions of the Mississippi Personal Service Contract Review Board Regulations, a copy of which is available at 210 East Capitol Street, Suite 800, Jackson, MS, 39201 for inspection or downloadable at [www.mspb.ms.gov](http://www.mspb.ms.gov).

## **18. COMPLIANCE WITH LAWS**

The Contractor understands that the DFA is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the 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.

## **19. STOP WORK ORDER**

- (1) Order to stop work. The DFA, 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 work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the DFA shall either:
  - (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 within 30 days after the end of the period of work stoppage; provided that, if the DFA decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- (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.

**20. REPRESENTATION REGARDING CONTINGENT FEES**

The Contractor represents that it has/has not retained a person to solicit or secure a DFA contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's bid or proposal.  
**(Bidder/contractor shall answer: \_\_\_ has \_\_\_ has not).**

**21. REPRESENTATION REGARDING GRATUITIES**

The Bidder, Offeror, or Contractor represents that it has/has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.  
**(Bidder/contractor shall answer: \_\_\_ has \_\_\_ has not).**

**22. 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 DFA by the time and at the place specified for receipt of bid.

**23. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

The bidder certifies that the prices submitted in response to the solicitation have/have not been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the method or factors used to calculate the prices bid. **(Bidder/contractor shall answer: \_\_\_has \_\_\_has not).**

**24. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES**

The prospective Contractor represents as part of such Contractor's bid or proposal that such Contractor has/has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. **(Bidder/contractor shall answer: \_\_\_has or \_\_\_has not).**

**25. E-PAYMENT**

The Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The DFA agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

**26. E-VERIFICATION**

If applicable, the Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (1972, as amended), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The 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. The Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the 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 the 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 cancellation/termination, the Contractor would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit.

## **27. PAYMODE**

Payments by state agencies using the Statewide 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 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. The Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

## **28. 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 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.

## **29. ANTI-ASSIGNMENT/SUBCONTRACTING**

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. The Contractor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the DFA, which DFA may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer without said consent shall be null and void. No such approval by DFA of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of DFA 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.

The Contractor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the DFA. Any attempted assignment or transfer without said consent shall be void and of no effect.

### **30. INDEPENDENT CONTRACTOR**

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 DFA. Nothing contained herein shall be deemed or construed by DFA, 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 DFA and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of DFA or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of DFA and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of DFA. No act performed or representation made, whether oral or written, by the Contractor with respect to third parties shall be binding on the DFA. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the DFA; and the DFA shall at no time be legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. DFA shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, DFA shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by DFA for its employees.

### **31. 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, state and/or the DFA revisions of any applicable laws or regulations make changes in this Agreement necessary.

### **32. TERMINATION FOR CONVENIENCE**

- (1) Termination. The DFA may, when the interests of the DFA so require, terminate this contract in whole or in part for the convenience of the DFA. The DFA shall give written notification of the termination to the Contractor specifying the part of the contract terminated and when the termination becomes effective.
- (2) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontractors and orders connected with the terminated work. The DFA may direct the Contractor to assign the Contractor's right, title, and

interest under terminated orders or subcontracts to the DFA. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

### 33. TERMINATION FOR DEFAULT

- (1) *Default.* If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified within this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the DFA may notify the Contractor in writing of the delay or nonperformance and if not cured within ten (10) days or any longer time specified in writing by the DFA, the DFA may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or failure to properly perform. In the event of termination in whole or in part, the DFA may procure similar supplies or services in a manner and upon terms deemed appropriate by the DFA. 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 DFA, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the DFA has an interest.
- (3) *Compensation.* Payment for completed services delivered and accepted by the DFA shall be at the contract price. The DFA may withhold from amounts due the Contractor such sums as the DFA deems to be necessary to protect the DFA against loss because of outstanding lien holders and to reimburse the DFA for the excess costs incurred in procuring similar goods and services.
- (4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of Subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers performance) if the Contractor has notified the DFA within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or make progress, and if such failure arises out of causes similar to those set forth above, the 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

DFA shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable clauses, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the DFA under the clause of this contract entitled "Termination for Convenience".

- (5) *Erroneous Termination for Default.* If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (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 DFA, 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 under this clause are in addition to any other rights and remedies provided by law or under this contract.

#### **34. PRICE ADJUSTMENT**

- (1) Price Adjustment Methods. Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:
  - (a) by agreement on a fixed price adjustment before commencement of the additional performance;
  - (b) by unit prices specified in the contract; or
  - (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; 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.

#### **35. INDEMNIFICATION**

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate DFA, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor's and/or its partners, principals, agents, employees, and/or

subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

### **36. THIRD-PARTY ACTION NOTIFICATION**

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

### **37. CHANGE IN SCOPE OF WORK**

The DFA may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of 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 the DFA 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 the DFA in writing of this belief. If the DFA believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

### **38. POST AWARD VENDOR DEBRIEFING**

Pursuant to PSCRB Rules and Regulations Sections 7-112 through 7-112.07, you may request a post award vendor debriefing, in writing, by U. S. mail or electronic submission. The request must be made within three (3) business days of notification of the contract award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. Should you prefer to have legal representation present, you must notify the DFA and identify your attorney. The DFA shall be allowed to schedule and/or suspend and reschedule the debriefing at a time when a representative of the Office of the Mississippi Attorney General can be present. For additional information regarding the process and procedure for the Post Award Vendor Debriefing please refer to the PSCRB Rules and Regulations Sections 7-112 through 7-112.07 that may be found at [www.mspb.ms.gov](http://www.mspb.ms.gov).

**39. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION**

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

**40. TERMINATION UPON BANKRUPTCY**

This contract may be terminated in whole or in part by *[agency]* upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

**41. DELAY OF BID DUE TO EMERGENCY/FORCE MAJEURE**

If the agency is closed for any reason, including but not limited to: 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"), which closure prevents the opening of bids at the advertised date and time, all bids received shall be publicly opened and read aloud on the next business day that the agency shall be open and at the previously advertised time. The new date and time of the bid opening, as determined in accordance with this paragraph, shall not be advertised, and all Vendors/Contractors, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be received by the agency until the new date and time of the bid opening as set forth herein. **The agency shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of the agency as a result of a Force Majeure Event.** Each Vendor/Contractor shall be required to ensure the delivery and receipt of its bid by the agency prior to the new date and time of the bid opening.

## S P E C I F I C A T I O N S

### INDOOR AIR AND ENVIRONMENTAL QUALITY SERVICES AND PRODUCTS

#### OFFICE OF CAPITOL FACILITIES

#### 1. SCOPE AND CLASSIFICATION

- 1.1 Scope. This specification covers requirements for indoor air and environmental quality services and products for the Capitol Complex in Jackson, MS, the Eldon Langston Bolton Building in Biloxi, MS, the State Service Center Bldg. 1 and the State Service Center Bldg. 2 in Hattiesburg, MS, as indicated on the Bid Form.
- 1.2 Classification. Complete service will be classified according to the individual buildings as specified on the Bid Form.

#### 2. REQUIREMENTS

- 2.1 Qualifications. To be considered, vendors must be NAFA, CAFS and IAQA, CMR, CMI, or CIEC certified in air filter and indoor environmental services and have been in practice for a minimum of three years. Bidder shall be familiar with and certified to perform the following:
- a. Filter installation and maintenance per NAFA and IOM guidelines and ASHRAE 52.2 standards.
  - b. Coil and drain pan cleaning.
  - c. Media air cleaning equipment design and installation.
  - d. Unit track, tray, and filter frame installation, replacement, and repair.
  - e. Indoor environmental stressor and mold investigations, testing, remediating, and clearance per NAFA, IAQA, IESO, ACIGH, AIAQC, and EPA best practices guidelines.
- 2.2 Insurance. Contractor shall maintain contractor's general liability insurance with limits of \$1,000,000 per occurrence for bodily injury and property damage. The State of Mississippi shall be a certificate holder for this policy of insurance.
- b. Compensation Insurance. Contractor shall comply with the Worker's Compensation Laws of the State of Mississippi.
- 2.3 References. Bidder shall provide the names and addresses three (3) private or governmental organizations for which the contractor has furnished any of these services. Training and educational certification shall be included in the bid.

- 2.4 Air Cleaning Equipment. Media air cleaning equipment may be quoted on a per unit type basis with monthly service charges for later possible purchases.
- 2.5 ASHRAE Standards 52.2, ARI Standard 850, and NAFA Guidelines shall determine proper air filtration products and usage. ACIGH, AIAQC, IAQA, IESO, and EPA guidelines shall determine indoor stressor and mold investigations, testing, remediating, and clearance procedures.
- 2.6 Work Area. Contractor will be responsible for removing all dirty filters and ensuring that work areas are kept clean and safe at all times.
- 2.7 Service. The Director of Maintenance for Capitol Facilities must be advised before all services are initiated.
- 2.8 All or None. Bid shall be awarded all or none, and must be performed as shown.
- 2.9 Test Results. ASHRAE approved test results of all filter media bid must accompany each bid.
- 2.10 Coil Washing. Hourly rates for coil washing will include all chemicals (non-acid) and related equipment. Clean up and damage prevention are the Contractor's responsibility.
- 2.11 Literature. Bidders shall submit full descriptive literature and data sheets on all frames, air cleaners and media offered for sale to the State.
- 2.12 Indoor Environmental Quality. Contractor shall be NAFA, CAFS, and IAQA, CMR, CMI or CIEC certified and capable of performing any investigations, reports, remediation, and clearance testing needed to address physical stressors caused by adverse construction, environmental, and inhabitant conditions.

### 3. INSPECTION AND TEST PROCEDURES

- 3.1 Inspection. Inspection may be done by or at the discretion of the Department of Finance and Administration, Office of Capitol Facilities, at the place of service.
- 3.2 Testing. All service and repair may be inspected and tested for conformance to this specification, as deemed necessary. The State may perform inspections and performance tests on any service and repair performed.

## **MS DFA CAPCOM IAQ/IEQ SPECS**

### **POLYESTER PAD SPECIFICATIONS**

Media shall be white non-woven nominal ½" thick made from 100% virgin fibers. Additional heavy metal dye coloring will not be accepted. Fibers shall be bonded together with a fire retardant resin, producing a high loft resilient blanket. Media shall conform to ASHRAE 52.2 arrestance testing. Media is to be used in ½" depth frames.

PSE Range 3 E3<20, Aavg<75, Final Resistance – 1.00wg.  
Average dust holding capacity – 185 grams.

### **PLEATED MEDIA SPECIFICATIONS**

Media shall be reinforced non-woven cotton and polyester blend.

Media shall be continuously bonded to a 0.10 tin plate with a die cut grid forming an open area of not less than 95%. The wire support grid shall be trimmed to 1.25 inches less than the filter media width.

Media loft shall be high enough to securely attach the ends completely onto MVA frame fastening strips inside the metal holding frame.

Media is to be used in one and two inch metal frames with MVA fastenings strips.

1" pleat insert shall contain no less than 7 sq. ft. of net surface area.

2" pleat insert shall contain no less than 12 sq. ft. of net surface area.

(Based on a 24x24 representative size).

Pleated panel filters shall be encased in moisture resistant beverage board with diagonal support members on the upstream and downstream sides with double wall periphery.

Media pack and support members shall be totally bonded and sealed on all sides within the beverage board frame.

PSE Range 2 E2<70, Final Resistance 1.4wg.

MERV 8 ASHRAE 52.2

ASHRAE 52.2 Avg DSE<30 to 35% Eavg <99% @ 3.0-10.0 um

Grams held < 271.0

## **ODOR REMOVAL**

Media shall be ASHRAE 52.2 MERV8 rated two stage thermally bonded synthetic fibers with granular activated carbon. Enclosure and support should follow pleated media specifications.

## **FINAL FILTER SPECIFICATIONS**

**RIGID CELL** – High efficiency rigid cell filters shall be extended media separator type. Interlocking polypropylene media separators evenly spaced and secured to the 26 ga steel frame. Filters shall be constructed by pleating a continuous sheet of synthetic polypropylene media. The filter pack shall be sealed into a 26 ga steel frame with fire-resistant water based adhesive with a clinch style corner connection. The enclosing frame shall be assembled in a rigid manner and shall incorporate a single or double header as required by the support housing. Header shall be gasketed with polyfoam on the vertical sides to prevent leakage when installed in framing modules or side access applications.

Filters shall be ASHRAE standard 52.2 MERV 14 rated.  
IPD .266wg@492 fpm, FPD 1.40 @ 492fpm

### **NET AREA**

24x24x12 – 52 sq ft

24x20x12 – 44 sq ft

24x12x12 – 25 sq ft

## **VAPOR TRAP CELL**

V-Bank style absorber cells shall contain no less than 50 pounds of activated carbon and permanganated alumina using a 4x6 mesh granular bulk media mixture. Individual panels shall be 0.75 inches thick and constructed of galvanized steel with polypropylene spacing supports. Individual panels shall be fastened 100% to the outer frame and gasket lined to prevent bypass contamination. Individual cells shall be enclosed in sealed plastic bags before being placed into the shipping carton at the factory. Resistance shall be no more than 0.50" WG when operating at 2,000 cfm. Bulk filled non honeycomb construction for use in high air flow, moist, and humid conditions.

## **GALVANIZED STEEL HOLDING FRAMES**

Filter media holding frames shall be constructed of heavy 22 ga. galvanized steel formed into a channel. Backing sheet shall be 28 ga. expanded metal. Corners shall be miter cut non-overlapping with a rivet lock single corner fastening. Overlapping corner edges will not be accepted.

Backing sheet shall be held into frame with no weld tab fasteners. MVA holding tape shall be installed onto opposing ends of the frame channel for pleated insert media holding and sealing.

## **BYPASS CONTROL**

Contractor shall ensure that all filters are fitted together and that no air bypass will be allowed between the filters or within the holding frame or track. Spacers and/or gasketing shall be provided when needed on access doors, holding frames, or tracks.

## **AIR CLEANING EQUIPMENT**

Support air cleaning equipment shall be sized and installed by separate request. Equipment shall be media type with 95% or greater efficiencies. Ozone generating devices shall not be allowed in any facilities.

## **INDOOR ENVIRONMENTAL QUALITY**

Contractor shall be NAFA, CAFS and IAQA, CMR, CMI, or CIEC certified, trained, and capable of performing any investigations, reports, remediation, and clearance testing needed to address physical stressors caused by adverse construction, environmental, and inhabitant conditions.

**DEPARTMENT OF FINANCE & ADMINISTRATION  
OFFICE OF CAPITOL FACILITIES  
AIR FILTER SERVICE SCHEDULE**

<b>BUILDING CONTRACT</b>	<b>SERVICE CYCLE</b>	<b>1ST SERVICE FOR NEW CONTRACT- DATES</b>
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(By listed date)

**E.L. BOLTON BLDG. – BILOXI**

135 – 2” MERV 8 Pleated Inserts	90 Days	March 1, 2017
4 – 2” MERV 8 Pleated Panels	90 Days	“
2 – 1” MERV 4 Poly Panels	90 Days	“
150 – ½” MERV 4 Poly Panels	90 Days	“

**CENTRAL HIGH SCHOOL BLDG.**

1 – MERV 4 Polyester Pad	90 Days	March 1, 2017
3 – 2” MERV 8 Pleated Panels	90 Days	“
1 – 1” MERV 8 Pleated Inserts	90 Days	“
169 – 2” MERV 8 Pleated Inserts	90 Days	“

**GOVERNOR’S MANSION**

5 – Baffles	30 Days	February 15, 2017
2 – 4” MERV 8 Pleated Panels	30 Days	“
4 – 2” MERV 8 Pleated Panels	30 Days	“
1 – 1” MERV 8 Pleated Panel	90 Days	“
48 – 2” MERV 8 Pleated Panels	90 Days	“

**ROBERT E. LEE BLDG.**

38 – 1” MERV 8 Pleated Inserts	120 Days	April 1, 2017
262 – MERV 4 Polyester Pads	120 Days	“
21 – 1” MERV 4 Poly Panels	120 Days	“
12 – 4” MERV 8 Pleated Panels	120 Days	“

**NEW CAPITOL**

410 – 1” MERV 8 Pleated Panels	120 Days	April 1, 2017
48 – 2” MERV 8 Pleated Inserts	90 Days	“

**HATTIESBURG SERVICE CENTER #1**

7 – 1” MERV 8 Pleated Panels                      90 Days                      March 1, 2017

**HATTIESBURG SERVICE CENTER #2**

8 – 1” MERV 8 Pleated Panels                      90 Days                      March 1, 2017

**WOOLFOLK BLDG.**

2 – 1” MERV 4 Poly Panels                      90 Days                      April 1, 2017  
257 – 2” MERV 8 Pleated Inserts                      90 Days                      “  
15 – 4” MERV 8 Pleated Panels                      90 Days                      “  
6 – 2” MERV 8 Pleated Panels                      90 Days                      “  
17 – 1” MERV 8 Pleated Panels                      90 Days                      “

**WILLIAM WINTERS BLDG.**

56 – 2” MERV 8 Pleated Inserts                      30 Days                      March 1, 2017  
6 – 2” MERV 8 Pleated Panels                      30 Days                      “  
97 – 2” MERV 8 Pleated Inserts                      90 Days                      “  
88 – 12” MERV 14 Rigid Cells                      24 Months                      11/20/2016, 11/20/2018, 11/20/2020  
30 – 12” VAPOR CELLS                      36 Months                      11/20/2016, 11/20/2019

**620 NORTH STREET BLDG.**

130 – 2” MERV 8 Pleated Inserts                      90 Days                      March 15, 2017

**660 NORTH STREET BLDG.**

82 – 2” MERV 8 Pleated Inserts                      90 Days                      March 15, 2017

**700 NORTH STREET BLDG.**

49 – 2” MERV 8 Pleated Inserts                      90 Days                      March 15, 2017

**CAPERS**

15 – 2” MERV 8 Pleated Inserts                      90 Days                      March 15, 2017  
15 – 12” MERV 14 Rigid Cells                      24 Months                      11/05/2016, 11/05/2018, 11/05/2020

**WAR MEMORIAL**

35 – 2” MERV 8 Pleated Inserts                      120 Days                      April 15, 2017  
27 – 1” MERV 8 Pleated Panels                      120 Days                      “

**GARTIN BLDG.**

8 – 2” MERV 8 Pleated Inserts	90 Days	March 1, 2017
104 – 4” MERV 8 Pleated Panels	90 Days	“
104 – 12” MERV 14 Rigid Cells	24 Months	3/05/2017, 3/05/2019, 3/05/2021

**HEBER LADNER BLDG.**

41 – 1” MERV 8 Pleated Panels	90 Days	March 1, 2017
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**OLD CAPITOL MUSEUM**

52 – 2” MERV 8 Pleated Inserts	90 Days	March 1, 2017
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**WALTER SILLERS BLDG.**

8 – 1” MERV 8 Pleated Panels	90 Days	March 1, 2017
257 – 2” MERV 8 Pleated Inserts	90 Days	“
17 – 2” MERV 8 Pleated Panels	90 Days	“
8 – 12” MERV 14 Rigid Cells	24 Months	11/05/2016, 11/05/2018, 11/05/2020

**MCI BLDG.**

6 – 4” MERV 8 Pleated Panels	90 Days	March 15, 2017
99 – 2” MERV 8 Pleated Inserts	90 Days	“
2 – 1” MERV 8 Pleated Panels	90 Days	“

**DEPOT**

21 – 1” MERV 8 Pleated Panels	90 Days	April 1, 2017
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**NEW RECORDS CENTER**

12 – 4” MERV 8 Pleated Panels	120 Days	April 1, 2017
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**APPENDIX A: SIGNATURE PAGE & BID PROPOSAL**

**IFB #3160001234**

**Provide information requested, affix signature and return this page with your bid proposal:**

**NAME OF FIRM:** \_\_\_\_\_

**COMPLETE ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_  
**AREA CODE/NUMBER**

**FACSIMILE NUMBER:** \_\_\_\_\_  
**AREA CODE/NUMBER**

**E-MAIL ADDRESS:** \_\_\_\_\_

**ACKNOWLEDGEMENT  
OF AMENDMENTS:**

**AMENDMENT NO. 1** \_\_\_\_\_  
**AMENDMENT NO. 2** \_\_\_\_\_  
**AMENDMENT NO. 3** \_\_\_\_\_  
**AMENDMENT NO. 4** \_\_\_\_\_  
**AMENDMENT NO. 5** \_\_\_\_\_  
**AMENDMENT NO. 6** \_\_\_\_\_

**AUTHORIZED  
SIGNATURE:( In Blue ink)** \_\_\_\_\_

**PRINTED NAME & DATE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**IFB #3160001234**

**HVAC WATER TREATMENT PROGRAM – STATE CAPITOL COMPLEX, JACKSON, MS  
E L. BOLTON BUILDING, BILOXI, MS &  
STATE SERVICE BUILDINGS #1 and #2, HATTIESBURG, MS**

- a. Attach a list of the name, address, phone number, and number of other organizations or buildings for which the contractor is currently furnishing HVAC Air Filter services together with other technical requirements in the above specifications.
- b. Attach a list of workers to be utilized and the length of service of each with your Company. Also attach evidence to show that necessary engineering data, etc. are in the possession of the proposer.
- c. Attach evidence to show proof of warehouse facilities and parts inventory.
- d. The Contractor shall:
  1. Furnish Certificate of Insurance to cover liability as follows:
    - i. Compensation Insurance. Contractor shall comply with the Worker's Compensation Laws of the State of Mississippi.
    - ii. Owners Bodily Injury/Property Damage Liability Insurance. Contractor shall maintain for the duration of this contract, a policy of owners protective bodily injury liability in limits of \$300,000 for each person and \$300,000 for each occurrence, and owners protective property damage liability in the limits of \$50,000 for each occurrence; \$1,000,000 aggregate. This shall protect the owner against all claims for injury to persons or property on which claims may arise from any and/all operations under this contract. The State of Mississippi shall be a certificate holder for this policy of insurance.
  2. Provide information required for the Agency to perform a criminal background check or drug screening of an Air Filter Services worker, if requested.

**Financial cost to DFA per Building is, per cycle for a five year period, for buildings in the Capital Complex in Jackson, Mississippi, the E. L. Bolton Building in Biloxi, Mississippi, and State Service Buildings #1 and #2, in Hattiesburg, MS. The contractor is responsible for verifying all quantities and types of materials and equipment included in the bid. ALL COSTS ARE PROVIDED IN DOLLARS PER BUILDING PER CYCLE AND PER 5 YEAR PERIOD.**

**If buildings are added or deleted during the term of contract, the cycle charge will be adjusted by the amount shown above for such building. If HVAC equipment is added or deleted, the amount will be adjusted pro-rata for said building/facility.**

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<b>COMPANY</b>				<b>TELEPHONE</b>
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<b>ADDRESS</b>	<b>street</b>	<b>city</b>	<b>state</b>	<b>zip code</b>
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**I certify that I am authorized to represent \_\_\_\_\_ Company, and hereby certify to the above pricing proposal.**

**By: \_\_\_\_\_**

**BID FORM**  
**IFB #3160001234**  
**INDOOR AIR AND ENVIRONMENTAL QUALITY SERVICES AND PRODUCTS**  
**OFFICE OF CAPITOL FACILITIES**

<b>Building</b>	<b>Service Cycle</b>	<b>Total Cost Per Cycle</b>	<b>Cycles During 12 Months</b>	<b>Total Cost 60 Months</b>
<b><u>E. L. BOLTON BLDG. –</u></b>				
<b><u>BILOXI</u></b>				
135 – 2” MERV 8 Pleated Inserts	90 Days	\$ _____	4	\$ _____
4– 2” MERV 8 Pleated Panels	90 Days	\$ _____	4	\$ _____
2 – 1” MERV 4 Poly Panels	90 Days	\$ _____	4	\$ _____
150 – ½” MERV 4 Poly Panels	90 Days	\$ _____	4	\$ _____
<b><u>CENTRAL HIGH SCHOOL</u></b>				
<b><u>BLDG.</u></b>				
1 – 1” MERV 4 Polyester Pad	90 Days	\$ _____	4	\$ _____
3 – 2” MERV 8 Pleated Panels	90 Days	\$ _____	4	\$ _____
1 – 1” MERV 8 Pleated Inserts	90 Days	\$ _____	4	\$ _____
169 – 2” MERV 8 Pleated Inserts	90 Days	\$ _____	4	\$ _____
<b><u>GOVERNOR’S MANSION</u></b>				
5 - Baffles	30 Days	\$ _____	12	\$ _____
2 – 4” MERV 8 Pleated Panels	30 Days	\$ _____	12	\$ _____
4 – 2” MERV 8 Pleated Panels	30 Days	\$ _____	12	\$ _____
1 – 1” MERV 8 Pleated Panel	90 Days	\$ _____	4	\$ _____
48 – 2” MERV 8 Pleated Panels	90 Days	\$ _____	4	\$ _____
<b><u>NEW CAPITOL</u></b>				
410 – 1” MERV 8 Pleated Panels	120 Days	\$ _____		\$ _____
48 – 2” MERV 8 Pleated Panels	90 Days	\$ _____	4	\$ _____

**BID FORM**  
**IFB #3160001234**  
**INDOOR AIR AND ENVIRONMENTAL QUALITY SERVICES AND PRODUCTS**  
**OFFICE OF CAPITOL FACILITIES**

<b>Building</b>	<b>Service Cycle</b>	<b>Total Cost Per Cycle</b>	<b>Cycles During 12 Months</b>	<b>Total Cost 60 Months</b>
<b><u>ROBERT E. LEE BLDG.</u></b>				
38 – 1” MERV 8 Pleated Inserts	120 Days	\$ _____	3	\$ _____
262 – MERV 4 Polyester Pads	120 Days	\$ _____	3	\$ _____
21 – 1” MERV 4 Poly Panels	120 Days	\$ _____	3	\$ _____
12 – 4” MERV 8 Pleated Panels	120 Days	\$ _____	3	\$ _____
<b><u>CAPERS</u></b>				
15 – 2” MERV 8 Pleated Inserts	90 Days	\$ _____	4	\$ _____
15 – 12” MERV 14 Rigid Cells	24 Months	\$ _____		\$ _____
<b><u>WAR MEMORIAL</u></b>				
35 – 2” MERV 8 Pleated Inserts	120 Days	\$ _____	3	\$ _____
27 – 1” MERV 8 Pleated Panels	120 Days	\$ _____	3	\$ _____
<b><u>GARTIN BLDG.</u></b>				
8 – 2” MERV 8 Pleated Inserts	90 Days	\$ _____	4	\$ _____
104 – 4” MERV 8 Pleated Panels	90 Days	\$ _____	4	\$ _____
104 – 12” MERV 14 Rigid Cells	24 Months	\$ _____		\$ _____
<b><u>HEBER LADNER BUILDING</u></b>				
41 – 1” MERV 8 Pleated Panels	90 Days	\$ _____	4	\$ _____
<b><u>HATTIESBURG SERVICE CENTER #1</u></b>				
7 – 1” MERV 8 Pleated Panels	90 Days	\$ _____	4	\$ _____

**BID FORM**  
**IFB # 3160001234**  
**DOOR AIR AND ENVIRONMENTAL QUALITY SERVICES AND PRODUCTS**  
**OFFICE OF CAPITOL FACILITIES**

<b>Building</b>	<b>Service Cycle</b>	<b>Total Cost Per Cycle</b>	<b>Cycles During 12 Months</b>	<b>Total Cost 60 Months</b>
<b><u>HATTIESBURG SERVICE CENTER #2</u></b>				
8 – 1” MERV 8 Pleated Panels	90 Days	\$ _____	4	4 _____
<b><u>WOOLFOLK BLDG.</u></b>				
2 – 1” MERV 4 Poly Panels	90 Days	\$ _____	4	\$ _____
257 – 2” MERV 8 Pleated Inserts	90 Days	\$ _____	4	\$ _____
15 – 4” MERV 8 Pleated Panels	90 Days	\$ _____	4	\$ _____
6 – 2” MERV 8 Pleated Panels	90 Days	\$ _____	4	\$ _____
17 – 1” MERV 8 Pleated Panels	90 Days	\$ _____	4	\$ _____
<b><u>WILLIAM WINTER BLDG.</u></b>				
56 – 2” MERV 8 Pleated Inserts	30 Days	\$ _____	12	\$ _____
6 – 2” MERV 8 Pleated Panels	30 Days	\$ _____	12	\$ _____
97 - 2” MERV 8 Pleated Inserts	90 Days	\$ _____	4	\$ _____
88 – 12” MERV 14 Rigid Cells	24 Months	\$ _____		\$ _____
30 – 12” VAPOR CELLS	36 Months	\$ _____		\$ _____
<b><u>620 NORTH STREET BLDG.</u></b>				
130– 2” MERV 8 Pleated Inserts	90 Days	\$ _____	4	\$ _____
<b><u>660 NORTH STREET BLDG.</u></b>				
82 – 2” MERV 8 Pleated Inserts	90 Days	\$ _____	4	\$ _____

**BID FORM**  
**IFB #3160001234**  
**INDOOR AIR AND ENVIRONMENTAL QUALITY SERVICES AND PRODUCTS**  
**OFFICE OF CAPITOL FACILITIES**

<b>Building</b>	<b>Service Cycle</b>	<b>Total Cost Per Cycle</b>	<b>Cycles During 12 Months</b>	<b>Total Cost 60 Months</b>
<b><u>700 NORTH STREET BLDG.</u></b>	90 Days	\$ _____	4	\$ _____
49 – 2” MERV 8 Pleated Inserts				
<b><u>WALTER SILLERS BLDG.</u></b>				
8 – 1” MERV 8 Pleated Panels	90 Days	\$ _____	4	\$ _____
257 – 2” MERV 8 Pleated Inserts	90 Days	\$ _____	4	\$ _____
17– 2” MERV 8 Pleated Panels	90 Days	\$ _____	4	\$ _____
8 – 12” MERV 14 Rigid Cells	24 Months	\$ _____		\$ _____
<b><u>MCI BLDG./515 E. Amite</u></b>				
6 – 4” MERV 8 Pleated Panels	90 Days	\$ _____	4	\$ _____
99 – 2” MERV 8 Pleated Inserts	90 Days	\$ _____	4	\$ _____
2 – 1” MERV 8 Pleated Panels	90 Days	\$ _____	4	\$ _____
<b><u>DEPOT</u></b>				
21– 1” MERV 8 Pleated Panels	90 Days	\$ _____	4	\$ _____
<b><u>NEW RECORDS CENTER/NAVAL RESERVE</u></b>				
12 – 4” MERV 8 Pleated Panels	120 Days	\$ _____	3	\$ _____
<b><u>OLD CAPITOL MUSEUM</u></b>				
52 – 2” MERV 8 Pleated Inserts	90 Days	\$ _____	4	\$ _____

**Total Contract Cost – 60 Months**      \$ \_\_\_\_\_

(ATTACHMENT A)

**(UTILIZE FOR INDEPENDENT CONTRACTOR PERSONAL SERVICES CONTRACTS  
GREATER THAN \$75,000.00)**

**PERSONAL SERVICE CONTRACT**

This Personal Service Contract is made by and between the Department of Finance and Administration, a state agency, (the "DFA") whose address is 501 North West Street, Suite 1301 Woolfolk Building, Jackson, Mississippi 39201 and \_\_\_\_\_, (the "Contractor") whose address is \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, under the following terms and conditions:

1. **Scope of Services** *(Insert the scope of services to be performed by Contractor)*  
The Contractor will provide services as specified in the *(Request for Proposal, Invitation for Bid, etc...)* (hereinafter referred to and attached as Exhibit "A"), and the *(Proposal Bid, etc...)* by Contractor dated *(insert date)* (hereinafter referred to and attached as Exhibit "B").
2. **Contract Term** *(May be entered into for a period of time, not to exceed four (4) years, with an option to renew for one (1) year.)*
3. **Consideration** *(Insert payment amount, schedule of payments, etc...)*
4. **E-Payment** The Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The DFA agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.
5. **Paymode** Payments by state agencies using the Statewide 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 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. The Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
6. **Availability of Funds** It is expressly understood and agreed that the obligation of the DFA 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 DFA, the DFA 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 DFA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

7. **Record Retention and Access to Records** Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the Contractor agrees that the DFA or any of its duly authorized representatives shall have unimpeded, prompt access to any of 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 kept by the Contractor for a period of three (3) years after final payment 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 (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.
8. **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 said state. The Contractor shall comply with applicable federal, state, and local laws and regulations.
9. **Anti-Assignment/Subcontracting** Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. The Contractor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the DFA, which DFA may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer without said consent shall be null and void. No such approval by DFA of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of DFA 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.
10. **Compliance with Laws** The Contractor understands that the DFA is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical

handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the 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.

11. **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 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.

12. **E-Verification** If applicable, the Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (1972, as amended), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The 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. The Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the 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 the 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 cancellation/termination, the Contractor would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit.

13. **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 DFA. Nothing contained herein shall be deemed or construed by DFA, 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 DFA and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of DFA or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of DFA and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of DFA. No act performed or representation made, whether oral or written, by the Contractor with respect to third parties shall be binding on the DFA. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the DFA; and the DFA shall at no time be legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. DFA shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, DFA shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by DFA for its employees.
14. **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, state and/or the DFA revisions of any applicable laws or regulations make changes in this Agreement necessary.
15. **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 Street, Suite 800, Jackson, Mississippi 39201, for inspection or downloadable at [www.mspb.ms.gov](http://www.mspb.ms.gov).
16. **Representation Regarding Contingent Fees** The Contractor represents that it has not retained a person to solicit or secure a DFA contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's bid or proposal.

17. **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*.
18. **Termination for Convenience**
- (1) Termination. The DFA may, when the interests of the DFA so require, terminate this contract in whole or in part, for the convenience of the DFA. The DFA shall give written notification of the termination to the Contractor specifying the part of the contract terminated and when the termination becomes effective.
  - (2) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The DFA may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the DFA. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
19. **Termination for Default**
- (1) *Default*. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified within this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the DFA may notify the Contractor in writing of the delay or nonperformance and if not cured within ten (10) days or any longer time specified in writing by the DFA, the DFA may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or failure to properly perform. In the event of termination in whole or in part, the DFA may procure similar supplies or services in a manner and upon terms deemed appropriate by the DFA. 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 DFA, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the DFA has an interest.

- (3) *Compensation.* Payment for completed services delivered and accepted by the DFA shall be at the contract price. The DFA may withhold from amounts due the Contractor such sums as the DFA deems to be necessary to protect the DFA against loss because of outstanding liens or claims of former lien holders and to reimburse the DFA for the excess costs incurred in procuring similar goods and services.
- (4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of Subcontractors, the 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 DFA within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or make progress, and if such failure arises out of causes similar to those set forth above, the 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 DFA 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 DFA 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 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 DFA, 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 under this clause are in addition to any other rights and remedies provided by law or under this contract.

20. **Stop Work Order**

- (1) *Order to stop work.* The DFA, 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 work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the DFA shall either:
- (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 within 30 days after the end of the period of work stoppage; provided that, if the DFA decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- (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) *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.

21. **Price Adjustment**

- (1) *Price Adjustment Methods.* Any adjustment in contract price pursuant to a clause in this contract, shall be made in one or more of the following ways:
- (a) by agreement on a fixed price adjustment before commencement of the additional performance;
  - (b) by unit prices specified in the contract; or
  - (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; 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 Review Board Rules and Regulations*.

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

23. **Ownership of Documents and Work Papers** The DFA shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Project which is the subject of this Agreement, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the DFA 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 the DFA and subject to any copyright protections.

24. **Indemnification** To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate DFA, the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or

failure to perform this Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

25. **Third-Party Action Notification** The Contractor shall give the DFA prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this Agreement.

26. **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:

For the DFA:

Name

Laura D. Jackson

Title

Executive Director

Address

Post Office Box 267

City, State, & Zip Code

Jackson, Mississippi 39205-0267

27. **Approval** It is understood that this Contract requires approval by the Personal Service Contract Review Board. If this contract is not approved, it is void and no payment shall be made hereunder.

28. **Priority** The contract consists of this agreement, the request for proposal [number] (hereinafter "RFP" and attached as Schedule [ ]), and the response proposal by [Contractor] dated [date] (hereinafter "Proposal" and attached as Schedule [ ]). 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 Schedules [ ] or [ ] shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

29. **Change in Scope of Work** The DFA may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of 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 the DFA 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 the DFA in writing of this belief. If the DFA believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

30. **Contractor Personnel** The DFA shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or Subcontractors assigned to the work by the Contractor. If the DFA reasonably rejects staff or Subcontractors, the Contractor must provide replacement staff or Subcontractors satisfactory to the DFA in a timely manner and at no additional cost to the DFA. The day-to-day supervision and control of the Contractor's employees and Subcontractors is the sole responsibility of the Contractor.
31. **Recovery of Money** Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the DFA, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the DFA. The rights of the DFA are in addition and without prejudice to any other right the DFA may have to claim the amount of any loss or damage suffered by the DFA on account of the acts or omissions of the Contractor.
32. **Failure to Enforce** Failure by the DFA at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the DFA to enforce any provision at any time in accordance with its terms.
33. **Trade Secrets, Commercial and Financial Information** It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
34. **Termination Upon Bankruptcy** This contract may be terminated in whole or in part by [agency] upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under

this contract, but in no case shall said compensation exceed the total contract price.

Witness our signatures, on the date first written.

(Insert Contractor)

Department of Finance and Administration

By: \_\_\_\_\_  
Name  
Title

By: \_\_\_\_\_  
Laura D. Jackson  
Executive Director