

Acquisition and Work Scope

to include

General Maintenance and Inspections

as well as

A Luminary Insulation and Sound Barrier Upgrade

On a Beechcraft King Air 350 (Serial Number FL-99)

Bid File # 3160003230

BID OPENING: Thursday, December 05, 2019 at 2:00 p.m.

DEPARTMENT OF FINANCE AND ADMINISTRATION

**501 N. West Street, Suite B, 1301 Woolfolk Building
Jackson, Mississippi 39201**

**State of Mississippi
Department of Finance and Administration**

**1301 Woolfolk Building, Suite B
501 North West Street
Jackson, Mississippi 39201**

Invitation to Bid

Sealed bids are accepted for the purchase and work scope to include:

King Air 350 General Maintenance and Inspections

The King Air 350 requested/required maintenance and inspections shall be completed using acceptable industry standard procedures in accordance with the Federal Aviation Administration and the Aircraft Manufacturer recommendations.

Luminary Insulation and Sound Barrier Upgrade

The King Air 350 Luminary Insulation and Sound Barrier Upgrade installation should be installed/completed using acceptable industry standard procedures in accordance with the Federal Aviation Administration, Luminary, Garmin, and the Aircraft Manufacturer recommendations.

Summary of Timelines

- October 31, 2019 – IFB issue date
- November 18, 2019 – Request for pictures, questions, and viewing must be submitted
- November 25, 2019 – Responses to request for pictures and answers to questions will be posted to the DFA website and the Mississippi Contract / Procurement Opportunity Search Portal website
- December 05, 2019 at 2:00 p.m. central time – Bid opening date and time
- December 16, 2019 – Anticipated Notice of Intent will be sent out
- December 19, 2019 – Anticipated post award debriefing request date
- December 23, 2019 – Protest deadline date

Bids must be submitted on the bid form provided, in duplicate and addressed to:

Judy Miller, Purchasing Director
Department of Finance and Administration
Office of Budget and Accounting
1301 Woolfolk Building, Suite B
501 North West Street
Jackson, Mississippi 39201

Bids will be received until **2:00 PM Thursday, December 05, 2019**, at which time all bids will be opened in the conference room of the Office of Budget and Accounting, located on the 13th floor of the Woolfolk Building at 501 North West Street, Jackson, Mississippi.

Requests for bid information can be made at the Office of Budget and Accounting, in writing to the above address, by telephone at (601) 359-3656 or by fax at (601) 576-2748. Contact the State Aviation Administrator at (601) 939-3055 or by email with any technical questions. Invitation for Bid (IFB) and any amendments will be posted on the DFA website at www.dfa.ms.gov and the Mississippi Contract /Procurement Opportunity Search Portal website.

Brandon Fons
State Aviation Administrator
601-939-3055 (Office)
Brandon.Fons@dfa.ms.gov (Email)
Department of Finance and Administration
155 South Hangar Drive
Jackson, MS 39208

General Bid Information Outline

Current Condition of the Aircraft:

The State of Mississippi's King Air 350 is a 1993 model (FL-99). It will be delivered in an airworthy condition. Feel free to request pictures, ask questions to the State Aviation Administrator, and/or send a company representative to the aircraft's home base (KJAN) for viewing prior to bidding. All request for pictures and questions should be submitted to the State Aviation Administrator by November 18, 2019. Responses to request for pictures and answers to questions will be posted to the DFA website and the Mississippi Contract/Procurement Opportunity Search Portal website as an Amendment to this IFB by November 25, 2019. Vendors interested in viewing the aircraft should contact the State Aviation Administrator on or before November 18, 2019, to schedule a viewing at the aircraft's home base.

General Maintenance and Inspections:

This section will list all the items that must be included in the General Maintenance and Inspections' bid price. It is inclusive of all items listed in section "Items up for Bid" which includes among other things labor, shipping, and known parts. Discrepancies that are found while performing general maintenance and/or inspections are required to be preapproved in writing and invoiced separately. The logbook research shall include items that will be coming due within 200 flight hours, 300 cycles, and within 12 calendar months' post arrival date. Items that fall within this time frame and are not requested in this bid shall be brought to the attention of the State Aviation Administrator and/or the Director of Maintenance for preapproval and separate billing. See below for required/requested maintenance items and inspections that must be included in the bid price. An individual price breakdown shall be provided in the space to the right of each bullet point listed below. When calculated, this price shall equal the total bid price listed on page 21 as "General Maintenance and Inspections".

Note: Individual prices listed to the right of the bullet points in this section will be accepted or declined in whole based on the total bid price listed on page 21, as "General Maintenance and Inspections". If it is found that one of the bullet point items listed below is unnecessary and the work has not yet been performed, that cost shall be credited toward a separate invoice on the final bill.

- _____ PHASE 1, 2, 3, & 4 INSPECTIONS PLUS COMPLETION TAG
- _____ 200 HR CONTINUOUS CORROSION INSPECTION
- _____ 12 MO PRECISE FLIGHT PULSE LIGHT INSPECTION IAW STC SA4005NM
- _____ 12 MO LOPRESTI BOOM BEAM INSP IAW WITH STC SA02279AT
- _____ GARMIN G1000 NXi & GFC 700 SYSTEMS ICA PHASE 1, 2, 3, & 4 INSPECTIONS
- _____ 220 HR GARMIN GFC 700 TRIM ANNUNCIATOR TEST, & ICA INSPECTIONS
- _____ ALL 220 HR GARMIN G1000 NXi ICA INSPECTIONS, TESTS, & CHECKS
(SB 1706-REV A, SB 1707-REV A, SB 1375 – ALL INSTALLED MARCH 2018)
- _____ UPDATE G1000 NXi SOFTWARE FROM 2286.05 TO THE NEWEST APPLICABLE
VERSION *SEE PARAGRAPH BELOW
- _____ 200 HOUR, 400 HOUR, 800 HR, & 24 MONTH LUBES
- _____ 12 MO LEFT & RIGHT WING BOLT BARREL NUTS LUBE
- _____ 12 MO CABIN ALTITUDE WARNING SYSTEM PRESSURE SWITCH CK (R & W)
- _____ 12 MO STATIC WICK INSPECTION
- _____ 12 MO ELT INSPECTION – 91.207 (d)
- _____ 220 HR GARMIN STANDBY INSTRUMENT ELECTRICAL POWER CHECK

- _____ 48 MO LH/RH ENGINE FIRE EXTINGUISHER SQUIB REPLACEMENT (P/N 13083-5)
- _____ 36 MO FLAP ATTACH BRACKETS, STRUCTURE, TRACKS, ROLLER BEARINGS, & HARDWARE INSPECTION
- _____ 48 MO EDGELIGHTED PANEL INSPECTION
- _____ LANDING GEAR FLUID FLUSH *ONLY DRAIN OLD FLUID, RESERVICE WITH NEW FLUID, & RESET LANDING GEAR STRUT HEIGHTS
- _____ 12 MO FUEL CONTROL PANEL & EDGE LIGHTED PANEL INSPECTIONS
- _____ 12 MO BAROMETRIC PRESSURE SWITCHES (3 EACH)
- _____ 180 MO OXYGEN BOTTLE REPLACE WITH NEW BOTTLE (P/N 101-384207-5) AND 60 MO OXYGEN BOTTLE REGULATOR OVERHAUL (P/N 803213-02) (USUALLY CHEAPER TO PURCHASE AS A PACKAGE ALREADY ASSEMBLED)
- _____ 12 MO OXYGEN SYSTEM CREW/CABIN MASK INSP & CABIN MASK FLOW TEST
- _____ 48 MO PASSENGER OXYGEN SHUTOFF VALVE O-RING REPLACE (P/N 101-3840032-7)
- _____ 12 MO RAISBECK DUAL AFT BODY STRAKE & WING LOCKER INSPECTION
- _____ 12 MO HORIZONTAL & VERTICAL STABILIZER INSPECTION
- _____ 12 MO LEFT & RIGHT OUTBOARD SPAR CAP INSPECTION UPPER/LOWER
- _____ 18 MO BONDED WING PANEL TAP TEST
- _____ 12 MO NACELLE SPLICE PLATE INSPECTION
- _____ BOOT SERVICE ON ALL BOOTS
- _____ 60 MO LEFT & RIGHT PROPELLER OVERHAUL (P/N HC-B4MP-3C)
*SEE PARAGRAPH BELOW
- _____ 12 MO BUTTERFIELD AIR/OIL SEPARATOR & OIL COLLECTION SYSTEM INSP
- _____ 200 HR/12 MO LEFT & RIGHT ENGINE PERIODIC INSPECTIONS
- _____ 400 HR LEFT & RIGHT IGNITERS INSPECTION AND TEST
- _____ 12 MO LEFT & RIGHT CHIP DETECTORS BRIDGE CHECK
- _____ 400 HR LEFT & RIGHT ENGINE BORESCOPE AND COMPLY WITH P&W DEVIATION LETTER DAA2017-172-PT6A-60A-95727 *INCLUDE O-RINGS & GASKETS IN PRICE
*SEE PARAGRAPH BELOW FOR SPECIFICS ON DEVIATION LETTER
- _____ 12 MO LEFT & RIGHT ENGINE PERFORMANCE RECOVERY WASH
- _____ 600 HR LEFT & RIGHT ENGINE FUEL PUMP INLET SCREEN INSPECTION
- _____ WEIGHT AND BALANCE WITH SCALES (AFTER COMPLETED MAINTENANCE)
- _____ ENSURE ALL ENGINE SBs ARE UP-TO-DATE
- _____ REMOVE CURRENT OEM WHITE POSITION LIGHT/STROBE/PWR SUPPLY AND REPLACE WITH WHELEN OR500 LED POSITION LIGHT/STROBE (INCLUDES APPROVALS PAPERWORK ETC. – MUST BE INSTALLED PER AN STC)
- _____ REMOVE SMART START SECURITY SYSTEM 773 STC SA3153SO
*SEE PARAGRAPH BELOW
- _____ INSTALL COOLVIEW CABIN WINDOWS *SEE PARAGRAPH BELOW
- _____ RECOVER COCKPIT GLARESHIELD *SEE PARAGRAPH BELOW
- _____ REMOVE P/Ns 101-620033-17, 101-620031-9, 101-364396-15, 101-380053-1 & REPLACE WITH NEW *PAINT TO MATCH – MATTERHORN WHITE WITH BLACK LEADING EDGE TO MATCH THE DE-ICE BOOT ON HORIZONTAL TAIL
- _____ INSTALL NEW STANDBY INSTRUMENT & NEW INSTRUMENT PANEL *SEE PARAGRAPH BELOW * **INFORMATIONAL ONLY** _____ **TRADE IN VALUE**
- _____ POST MAINTENANCE AIRCRAFT DETAIL INSIDE/OUT, INCLUDING CARPET & RUGS
*THE IDEA IS THAT THE AIRCRAFT NEEDS TO BE DELIVERED IN THE SAME CONDITION THAT IT ARRIVED – NOTHING OVER & ABOVE ARRIVAL CONDITION

- _____ FREIGHT *FOR THE ENTIRE BID WORK SCOPE ONLY
 - _____ SHOP SUPPLIES *FOR ENTIRE WORK SCOPE – BID & ADDITIONAL REPAIRS
 - _____ HAZMAT *FOR ENTIRE WORK SCOPE – BID & ADDITIONAL REPAIRS
 - _____ EMAIL UPDATED MAINT STATUS SHEET *ONE (1) WEEK POST DEPARTURE
- Items that will be discussed upon arrival and that may need to be addressed on a time and material basis as well as important notes:
 - Minor brush paint touch-up (Aircraft painted May 2016)
 - Matterhorn White (Axalta P6294) – Ming Blue (Axalta P1184) – Medium Silver (Axalta P1220) – Clear (Axalta 740)
 - Cabin leak rate check. This will be checked and noted on the flight to the winning bidder's maintenance facility. It is also required to be checked prior to removal of the cabin windows and after the new CoolView cabin windows are installed. The cabin leak rate was less than 2000 FPM in April of 2019. If an improvement in the cabin leak rate is desired and not contributed to the older cabin windows, it will be noted upon arrival.
 - Inspect elevator control cable in floor near entry door for proper operation and adjustment.
 - A Glareshield corner protector needs to be placed over the Ultraleather on the left and right side of the Glareshield to prevent tearing from normal use. This is the storage area for the quick reference checklist and receives a lot of wear and tear.
 - The interior forward right side partition has a buckle in it that needs repairing.
 - The left engine idle needs to be increased slightly to match the right engine. The left engine has a tendency to drop below the prop minimum idle on extremely hot days.
 - Add new pulse light switch on the instrument panel as well as new placard surrounding the switch.
 - Left hand passenger seat number two (2) needs an internal repair on the armrest.
 - Right hand passenger seat number one (1) needs an internal repair on the armrest.

King Air 350 Dual Hartzell Propeller Overhaul (8 blades):

This bid will include an overhaul of both Hartzell (model HC-B4MP-3C/M10476NSK) (S/N FWA2449 and FWA 2450) propeller assemblies and propellers located on the State of Mississippi's King Air 350, serial number FL-99. The overhaul must be completed using procedures that are acceptable to the aircraft manufacturer, propeller manufacturer, and the Federal Aviation Administration. The finished product will have the appearance of new condition including all paint, stickers, and stripes. The bid price includes a finish price of the required five year Hartzell propeller overhaul on the King Air 350. Below is a general list of items to be included in the overhaul bid of the propellers. If something is not listed below but is normally considered part of the propeller overhaul, it shall be included in the bid price. Additionally, any parts or labor that is necessary and considered over and above a normal overhaul will have to be approved by the State Aviation Administrator and/or the state's Director of Maintenance and billed separately.

- Standard Overhaul of all blades (8) with deice (model HC-B4MP-3C/M10476NSK)
 - S/N's L61361, L61365, L61362, L61359, L61363, L61360, L61366, L61364
- All necessary part kits, chemicals, paints, wires, nuts, plating, bearings, and supplies
- Deicer boots

- Inbound and outbound shipping and handling
- Resurfacing of the deice slip ring
- Beta Switch ring indicator / Beta ring
- Shot Peen all blades
- Blade spacers
- Removal and Reinstallation
- Dynamically Balance both Propellers
- Recurring 12 month left and right Periodic Propeller Inspection
- All other parts and labor normally required

Current Propellers:

The propellers were last overhauled in June of 2015 by Memphis Propeller Service, Inc. in Olive Branch, MS. Central Flying Service in Little Rock, AR removed and reinstalled the propellers for overhaul. In 2015, all eight (8) propeller blades were replaced with new blades. Should more specific information be needed on the history of the current propellers the State of Mississippi's Director of Maintenance and/or State Aviation Administrator may be contacted prior to November 18, 2019.

Propeller Blade Replacement:

It is understood that some propeller blades may not meet FAA or the aircraft manufactures standards and may need to be replaced. In this situation, all associated unnecessary cost placed in the bid for the overhaul of an unusable blade shall be credited toward the final bill on a separate invoice. It is further understood that there will be an additional cost in the purchasing of a new propeller blade. This cost will have to be approved by the State Aviation Administrator and/or the state's Director of Maintenance and billed on a separate invoice. For informational purposes only, the cost of a new propeller blade inclusive of all fees associated with getting it back in service shall be placed to the right of the bullet point below.

- _____ (1) New Hartzell Propeller Blade Model HC-B4MP-3C/M10476NSK including all parts, labor, etcetera that are required in getting the propeller blade back on the aircraft and in service

G1000 NXi Software Update:

The G1000 NXi software version that is currently installed is 2286.05. The new software update (2286.06 or later – SB 1820) must interface with all currently installed Garmin software options, equipment, systems, and components. The aircraft has an original G1000 (installed 2013) with an NXi upgrade (installed 2018). This price will also include the installation of all print material and registrations, if applicable, with Garmin.

Removal of Smart Start Security System

The Smart Start Security System has been disabled by Hawker Beechcraft in Tampa, FL in 2013. The bid price is for the removal of all components and wiring associated with the Smart Start System as well as ensuring that that proper wiring remains per the maintenance manual. The interior key pad has already been removed and replaced with a blank interior panel. Upon completion the wiring and system function must be in compliance with the maintenance manual for aircraft without a Smart Start Security System.

CoolView Cabin and Teardrop Window Installation

The State of Mississippi has kit KA350CV70KIT and will provide it to the winning bidder upon arrival. The kit is a direct PMA replacement and includes part numbers LA101-430183-5-70 (15 cabin windows), LA101-384139-007 (15 cabin window seals), and LA101-440042-4-70 (right teardrop window). The winning bidder will need to provide the sealant (for all windows), as well as a retainer (P/N: 50-440014-42) and seal (P/N: 101-384246-5) for the right teardrop window. The left teardrop window was recently replaced and will remain installed. The bid price shall include everything in the "Items up for Bid" section with the exception of the parts that will be supplied by the State of Mississippi.

A cabin leak rate check is required to be noted prior to removing the current windows and after the new windows are installed. An increase in the cabin leak rate is not acceptable. The bid price shall consider that the interior will already be removed as part of the phase 1-4 inspection and that the paint touch-up around the teardrop window will be invoiced separately. The exterior paint around the cabin windows should not be disturbed.

It is important to note that after installation and removal of the plastic protective coating, the windows must be cleaned. The window manufacturers cleaning recommendations must be followed as unapproved cleaners can damage special coatings on the interior of the window. The contact phone number for Lee Aerospace is 316-440-5402.

Recover Cockpit Glareshield

The Glareshield should be recovered with a matte black Ultraleather material with an equal or better quality than the Perrone brand part number 210790. This will include the recovering of the small warning red light cover panel located on the center top of the Glareshield as well.

Install New Standby Instrument & New Instrument Panel

The original G1000 was installed in July 2013 by Hawker Beechcraft in Tampa, FL and the NXi upgrade was installed in March 2018 by Elliott Aviation in Moline, IL. The bid price will encompass the entire work scope of installing a new Mid Continent MD302 standby instrument part number 6420302-2 as well as a new Garmin Instrument Panel part number 115-01165-02 (Sherwin Williams Black Powder Coat EBT2-0004). There are currently four switches (prop sync, standby instrument power, standby instrument test, and a three position pulse light switch) in the instrument panel that will need to be fabricated into the new instrument panel. This installation is to replace the current Garmin Instrument Panel and three round gauge standby instruments. The price should include everything listed in the "Items up for Bid" section, which includes the incidental parts that are needed to accomplish this goal. It will also include the installation of all print material (supplements/flight deck manuals) and the registration of all new equipment, if required. The completed installation must interface with all currently and newly installed options.

The equipment that is currently installed (one (1) Garmin Instrument Panel, one (1) Attitude Indicator P/N: 4200-10, one (1) Airspeed Indicator P/N: MD25-300 and one (1) Thommen Altimeter P/N: 3A432235F281FU) and will be removed as part of the New Standby Instrument/New Instrument Panel will be forfeited as trade-in equipment towards the new installations. An additional Thommen Altimeter (P/N: 3A432235F281FU) that is in the State of Mississippi's inventory will be forfeited to the winning bidder as additional trade-in equipment upon arrival (total of two (2) Thommen

Altimeters). The trade-in credit of all items shall be reflected in the overall bid price on pages 5 and 21. Additionally, the requested trade in value on page 5, beside the bid price, is for informational purposes only and shall be subtracted from the overall bid amount prior to filling in the bid price on pages 5 and 21.

The bidder may have an equitable trade-in partner or the ability to resell the instruments but, if not, Mid Continent has offered to accept the Airspeed Indicator and Attitude Indicator towards a new MD302. In addition, Air Dallas Instruments, Inc (972-221-7414 – Danny) has offered to purchase both Altimeters if the bidder does not have a more valuable option. The bidder is welcome to utilize these recommendations or any other option in making sure the State of Mississippi receives the lowest possible overall bid price.

Pratt & Whitney Deviation Letter DAA2017-172-PT6A-60A-95727 Case# PWC-76645-Z8X9

This is to comply with DAA2017-172-PT6A-60A-95727 for an inspection of the right engine CC liner for holes and heat erosion. The bid price should consider two (2) hours of work. If more time is needed to comply with the deviation letter, it will be approved prior to the work being commenced. The deviation letter will be provided to the winning bidder upon arrival.

Luminary Insulation and Sound Barrier Installation

The bid price on page 21 must include the labor as well as legal paperwork and approvals to install the Luminary Insulation and Sound Barrier kit. The State of Mississippi will supply all parts that will be needed for this installation. The installation will be in accordance with the Luminary kit number 0212-502 and drawing number 0212.MC01.502.

This kit has an STC approval for the King Air 350 but the State of Mississippi is not installing the Overframe Blanket or the Floorboard Treatment, which is part of the STC so the installation will require a Form 337. If needed, the State of Mississippi will provide an (1) installation supervisor from Luminary to assist with the directing of a proper installation. A lead-time of five (5) business days is required if a Luminary supervisor is desired. The supplied parts shall be installed in accordance with the Luminary drawing number 0212.MC01.502 with the supporting legal paperwork Form 337. If more information is needed to obtain an accurate bid price, please contact Luminary Sales at 757-655-3355, and/or the State of Mississippi's State Aviation Administrator and/or Director of Maintenance.

The bid price shall consider that the interior will already be removed as part of the phase 1-4 inspection.

Time Frame:

The entire work scope must be completed free of discrepancies and available for delivery 28 calendar days from the aircraft arrival date. A late penalty of \$500 per day may be required and if enforced should be discounted towards the total bill for everyday thereafter. A lead-time of at least 45 calendar days will be provided. An approximate start date for the aforementioned items is March 2, 2020. Correction of discrepancies that are not a result of the work scope outlined in this bid have already been accounted for in the 28-calendar day allotment; however, calendar day extensions may be granted in extenuating circumstances. Other extensions that may be granted include problems such as inclement weather that are beyond the control of the bidder and will directly impact the process of normal working conditions. The allotted downtime accounts for a full one (1) day customer preflight.

acceptance flight, and post flight. Prior to any deadlines, all extensions must be requested and approved in writing by the State Aviation Administrator.

Considerations:

The aircraft is equipped with the Garmin G1000 NXi (installation completed March 2018) avionics and is certified for RVSM and WAAS approaches. No completed maintenance shall deteriorate any performance characteristics of the aircraft. If any ICAs or additional information is needed to determine scope of work, length of down time, or bid prices, they must be requested by November 18, 2019. Please do not bid if it is known that all work cannot be completed within the allotted timeframe with the lead-times mentioned in the section titled "Time Frame".

It is understood that any discrepancies found during the general maintenance and inspections that is beyond the scope of this bid, once approved, will be invoiced separately on a time and material basis. Additionally, service bulletins and/or airworthiness directives that are outside the scope of the requested maintenance must be preapproved in writing prior to any work being commenced.

Change orders to the specific work scope outlined in this bid will not be considered. If there is any doubt to the amount of work that will need to be dedicated to complete the items outlined in this bid, the State Aviation Administrator and/or Director of Maintenance may be contacted for clarification prior to November 18, 2019.

If additional freight charges apply due to a work scope outside the intent of this bid, it will be itemized and paid at actual cost on a separate invoice.

If it is determined that a core overhaul requires work that is over and above what is normally required for its repair, an over and above charge is allowed once approved. This is required to be preapproved in writing by the State Aviation Administrator and/or the Director of Maintenance.

Items up for Bid:

All bids must include a finished product price, which are not limited to but will include any parts, labor, overtime, equipment, taxes, shipping/freight, disposables, consumables, expendables, miscellaneous materials, hazardous materials, environmental fees, interest, shop supplies, compliance fees, ground testing, airport fees, and/or procedures that are incidental to or required by the work scope included in this bid. If there are any questions that could impact the bid price, please contact the State Aviation Administrator for clarification prior to November 18, 2019.

All bids shall be good for 184 days from the opening bid day. Upon receipt of the Notice of Intent to Award, all bid prices shall be confirmed and shall not be subject to change if the vendor needs more lead-time and/or if the work has begun within this 184-day period. Once accepted, this Invitation for Bids in concert with the State of Mississippi's contract (similar to sample contract attached) shall serve as the agreement between the bidder and the State of Mississippi and will serve as the first agreement and therefore supersede any other signed agreements. Acceptance of line bid items on page 21 will be based on funding and may be accepted individually or in whole. Additionally, any or all line bid items may or may not be awarded or purchased. Please note, once accepted, all bid items must be able to be completed within the allotted time frame which is calculated using calendar days. Approval of any

work performed can only be accepted/approved in writing by the State of Mississippi's Director of Maintenance and/or the State Aviation Administrator.

Parts discount:

This bid will allow for a commercially reasonable profit markup for parts not included in the bid and that are needed as a result of an inspection, repair, and/or request by the State of Mississippi. The markup shall be placed on page 21 of this bid as a percentage above vendor cost. Additional flexibility for parts purchasing is allowed as long as the State of Mississippi and the bidder are in agreement and the State of Mississippi's overall cost is less than the calculated parts price that would otherwise apply.

General Maintenance and Inspections Line items:

If it is determined that any general maintenance and/or inspection is not required and has not been performed, it shall be credited towards the final bill on a separate invoice based on the price break down included on pages 4, 5, and 6.

Qualified Bidders:

Qualified bidders must be located within 580 nautical miles of KJAN and will include only maintenance facilities that are OEM King Air authorized service centers and/or authorized service facilities as listed on the OEM's website with the capability of completing the maintenance items on-site. Bidders shall be capable of doing the entire work scope without the use of outside vendors and/or subcontractors; however, if a bidder feels they can offer an equal or better service with the use of an outside vendor, written approval can be sought on or before November 18, 2019. This request must include the vendor name, type of work to be performed, and scope of work to be performed.

All bidders shall have completed at least seventy-five (75) King Air phase inspections within the previous two (2) years at the facility placing the bid. Additionally, forty (40) of the seventy-five (75) phase inspections must have been completed within the previous 12 months.

Insurance Requirement

Qualified bidders must have at least \$3,000,000 in Hangarkeeper's Physical Damage Coverage per aircraft and a minimum of \$20,000,000 in Hangarkeeper's Liability Insurance. If the bidder receives a Notice of Intent to Award, a copy of this coverage must be forwarded to the Mississippi Department of Finance and Administration Purchasing Director and the State Aviation Administrator. The forwarded certificate must list the Mississippi Department of Finance and Administration as additional insured. The Department Finance and Administration must remain listed as additional insured from the day of arrival until 12 calendar months' post maintenance completion. If the policy renews or changes during this period, the Department of Finance and Administration must continue to be listed on the policy with at least the minimum required coverage until the expiration of the 12-month calendar requirement.

Work flow process:

This paragraph is general in nature and represents a logical sequence for the aforementioned work scope to be performed. It is expected that upon arrival the aircraft will be placed in a secure hangar for the duration of all maintenance. In general, a work flow process is listed below:

- Immediately start with maintenance/inspections that could cause potential delays
- Complete General Maintenance and Inspection items

- Install the Luminary Insulation and Sound Barrier Upgrade if accepted
- Bidder's Inspection department deems aircraft airworthy
- State of Mississippi's Director of Maintenance reviews paperwork, ensures nothing has been overlooked, and confirms the airworthy condition of the aircraft
- Flight Crew observes maintenance release, preflights aircraft, and performs a return to service flight
 - One (1) entire day should be dedicated for the return to service preflight, flight, and post flight. This is included in the 28-calendar day allotment.
- Aircraft returns back to maintenance facility for final adjustments, if needed
- Aircraft departs maintenance facility

Approval of Additional Work:

Any maintenance that is above and/or beyond the work scope included in this bid must be preapproved in writing by the State Aviation Administrator and/or the State's Director of Maintenance and billed on a separate invoice.

Engine Maintenance:

The engines are currently on ESP Gold Lite plan. The left engine S/N is PCE-95724 and the right engine S/N is PCE-95727. Contact the State Aviation Administrator for a program representative, if needed.

All Service Bulletins need to be checked for currency. If it is found that a Service Bulletin needs to be completed, the State Aviation Administrator and/or the State of MS Director of Maintenance shall be consulted with prior to commencing any engine work.

Discrepancies:

Any known aircraft maintenance discrepancies that arise between the time the bid is placed and the aircraft arriving for maintenance will be emailed to the customer service representative at least two (2) days prior to arrival.

Preservation of Aircraft:

The aircraft shall be stored in a hangar with pitot covers and engine covers/prop stops installed from the time it arrives until the time it leaves while not undergoing active maintenance. The bidder is responsible for all costs and repairs resulting from damage of any kind to the aircraft while on ground and/or in-flight that is a direct result of the negligence of the bidder, the bidder's staff, agent or assign or on the bidder's behalf.

Warranty:

All services performed must comply with the applicable FAA regulations and aircraft manufacturer recommendations. All work must be completed free of defects in materials and workmanship. All bidder-supplied parts will be under full warranty for six (6) months and all labor will be under full warranty for a period of six (6) months, post-final departure date. If the factory provided warranty is longer than six (6) months on a failed part, the factory warranty shall apply.

In the event of a warranty claim, the State of Mississippi will determine the most cost effective way to accomplish the repair. In some circumstances, it may be more cost effective to purchase a replacement part and accomplish the repair at the aircraft's home base. In this situation, the State of Mississippi will cover the cost of labor (for only a simple part replacement) but will require the bidder to supply the part. If the State of Mississippi attempts to contact the bidder for warranty parts by phone and/or by email and the bidder does not respond within 4 hours of the request, the State of Mississippi will purchase the part and require the bidder's reimbursement within 45 days of the part being purchased.

If the aircraft is AOG due to any type of negligence of work that was performed, it will be the bidder's responsibility to dedicate personnel to the current aircraft location, cover all labor, parts, and associated cost to get the aircraft back in service as soon as possible. If the aircraft is airworthy, the State of Mississippi may elect to do the repair at the bidder's maintenance facility.

Progress Reports:

In the event that a State of Mississippi representative is not available on site to view the progress of the work being performed, progress photo pictures shall be emailed to the State of Mississippi's State Aviation Administrator and Director of Maintenance at least every other day. It is the intent of the State of Mississippi to have a representative on-site to help manage the project and to be able to approve additional required work on-site to alleviate down time.

Bid Award:

Page 21 outlines the items that may be awarded. The entire work scope will be taken into consideration prior to awarding the bid to ensure the State of Mississippi receives the best price/service combination possible. If there is more than one item that is being bid on, they may be awarded at separate dates and/or individually accepted or declined all together. If awarded, the lead-time will be a minimum of 45 calendar days.

Substitutions:

If any changes in design, substitutions to equipment, accessories, parts, and/or materials are made for items included within this bid or outside the scope of the this bid, prior permission must be obtained in writing from the State Aviation Administrator and/or the State's Director of Maintenance.

Payment & Contract:

Upon acceptance of the winning bid, a contract is required to be signed by the bidder. Following a completed contract, a Purchase Order will be issued. A sample of this contract is attached. The terms and conditions of this bid along with the terms and conditions of the contract will, in concert, serve as the sole and final agreement. If the contract or the terms and conditions of this bid are not agreeable, do not bid. No payment will be issued prior to full satisfactory completion of the work. All core charges must be settled prior to payment. If a payment of any kind is due prior to completion, special arrangements must be made in writing with the State Aviation Administrator prior to submitting the bid.

Final billing shall be done on two (2) separate invoices. The first invoice will be for the accepted and completed items within the bid. The second invoice will be for discrepancies that were found and approved for repair by the State Aviation Administrator and/or the State's Director of Maintenance. It will also show any credits that may be due.

In any situation where a core is forfeited for a new or overhauled part, documentation from the overhaul facility stating the problem may be requested for verification purposes prior to final payment. Final invoicing must be received within 45 days of the post maintenance departure date. If invoicing is not received within this time frame a \$500 per day penalty may apply.

Cancellation:

The State specifically reserves the right to reject any or all bids received in response to the RFB, cancel the RFB in its entirety, or issue another RFB. There shall be no penalty of any kind if this bid is canceled for any reason after the bid is accepted and/or scheduled.

Completion of Work:

Upon completion of the work, the aircraft shall meet or exceed all standards established by the Aircraft Manufacturer, Garmin, and the Federal Aviation Administration. Additionally, all necessary FAA paperwork will be completed and filed on behalf of the customer with all warranties and airworthiness items registered. The work shall be completed so that the aircraft continues to be capable of performing all tasks the G1000 NXi avionics suite is certified for, including RVSM, TCAS II, and WAAS approaches.

STATE OF MISSISSIPPI
DEPARTMENT OF FINANCE AND ADMINISTRATION
501 N. West Street, Suite 1301 Woolfolk Building
Jackson, Mississippi 39201

EXECUTION OF BID

BID FILE #3160003230

EXECUTION OF BID MUST BE SIGNED IN INK

In compliance with this request for bid and subject to all the conditions and specifications listed herein, the undersigned offers and agrees to furnish any or all the items upon which prices are quoted, at the price set opposite each item.

Bidder Information:

Company Name: _____

Address: _____
(Street/P.O. Box)

(City) (State) (Zip Code)

Telephone Number: _____ Fax Number: _____

Email Address: _____

Authorized Signature: _____
* (Member of Business/Corporation or Person Authorized to Sign on Behalf of Business)

Printed Name: _____

Title: _____

Date: _____

Acknowledgment of Amendments: (If applicable)

Amendment No. 1. _____
Signature Date

Amendment No. 2 _____
Signature Date

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.

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.

Procurement Regulations

The Contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suit 701E, Jackson, Mississippi 39201, for inspection or downloadable at <http://www.DFA.ms.gov>.

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.

Stop Work Order:

- (1) *Order to stop work.* The Chief Procurement Officer, 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 ninety (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 Chief Procurement Officer shall either:

- (a) cancel the stop work order; or,
 - (b) terminate the work covered by such order as provided in the "Termination for Default" clause or the "Termination for Convenience" clause of this Contract.
- (2) *Cancellation or Expiration of the Order.* If a stop work order issued under this clause is 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 the 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 thirty (30) days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.
- (3) *Termination of Stopped Work.* If a stop work order is not 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.

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, proposal or qualifications.

Representation Regarding Gratuities

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

Acknowledgment of Amendments

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the Department of Finance and Administration (DFA) by the time and at the place specified for receipt of bids.

Certification of Independent Price Determination

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

Prospective Contractor's Representation Regarding Contingent Fees

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

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," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice. Miss. Code Ann. § 31-7-301, *et seq.*, as amended.

E-Verification

If applicable, the Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. § 71-11-1, *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program,

or any other successor electronic verification system replacing the E-Verify Program. The Contractor agrees to maintain records of such compliance. Upon request of the State and approval of the Social Security Administration or Department of Homeland Security when required, the Contractor agrees to provide a copy of each such verification. The Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this Agreement may subject the Contractor to the following:

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

Transparency

This Contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi. Code Annotated §§ 25-61-1 *et seq.* and Miss. Code Ann. § 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 the Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

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.

Paymode:

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments

shall be deposited into the bank account of the Contractor's choice. The State, may at its sole discretion, require the Contractor to electronically submit invoices and supporting documentation 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.

BID FORM
BID FILE # 3160003230

Bidders shall utilize this Bid Form and submit in duplicate. Bids shall be signed and sealed with the bid number and bidder's name and address in the lower left corner of the envelope. The mailing address can be found on page three (3) of the bid. The Mississippi Department of Finance and Administration reserves the right to reject any/or all bids.

Quantity	Description	Bid
1 ea.	General Maintenance and Inspections.....	\$ _____
1 ea.	Luminary Insulation and Sound Barrier Upgrade.....	\$ _____
1 ea.	Parts Markup (percentage above vendor cost)	\$ _____
1 ea.	Per hour labor rate for correction of discrepancies found that..... are not included in this bid. This rate will also apply for additional services needed or required. An increased rate for overtime is not allowed.	\$ _____
1 ea.	Fuel discount off FBO published retail price (to be paid separately)	\$ _____

What are the normal operating hours for the King Air shop on weekdays and weekends?

How many shifts does the King Air shop normally work on weekdays and weekends?

Are there any holidays where the King Air shop will be closed February 15, 2020 through April 30, 2020?

****SAMPLE CONTRACT****
SUBMITTED IN SUBSTANTIAL FORM, CLAUSES ARE NONNEGOTIABLE
THIS CONTRACT IS BEING SUBMITTED IN SUBSTANTIAL FORM. ONLY THE Section 3.
CONSIDERATION IS NEGOTIABLE

CONTRACT

This 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 _____, 2019, under the following terms and conditions:

1. **Scope of Services** The Contractor will provide services as specified in the *Invitation for Bid # 3160003230* (hereinafter referred to and attached as Exhibit "A"), and the Bid Price Form located on pg. 21 of Bid # 3160003230 by Contractor dated _____ (hereinafter referred to and attached as Exhibit "B").
2. **Contract Term** Contract will be effective 02/01/2020 through 05/31/2020.
3. **Consideration** The total contract shall not exceed \$ _____. \$ _____ to be paid for the King Air 350 General Maintenance and Inspections as well as the Luminary Insulation and Sound Barrier Upgrade. An additional \$ _____ is included for approved repairs that that are not listed in the bid and may be found as part of the inspection. The contract total is not a guarantee of payment but an allotment of allocated funds should additional repairs be needed that are over and above the total bid amount.
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 (State Aviation Administrator), 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 Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201, for inspection or downloadable at <http://www.dfa.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 2 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 Chief Procurement Officer, 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 Chief Procurement Officer shall either:

- (b) 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:
- (b) 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 Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- (3) *Termination of Stopped Work.* If a stop work order is not 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.

21. **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.

22. **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.

23. **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, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the State. The Contractor shall be solely liable for all costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold. Subject to the limitations of the Mississippi Tort Claims Act, (agency) agrees that it is responsible for the actions of its agents and employees and will defend the same to the fullest extent allowed by law. Nothing in this agreement shall have the effect of changing or altering or of eliminating any defense available to the State under the Tort Claims Act.
24. **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.
25. **Notices** All notices required or permitted to be given under this Agreement must be in writing and personally delivered or sent by certified United States mail postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor:

Name
 Title
 Address
 City, State, & Zip Code

For the DFA:

Laura Jackson
 Executive Director
 Post Office Box 267
 Jackson, Mississippi 39205-0267

26. **Priority** The contract consists of this agreement, Exhibit "A"(Invitation for Bid), and Exhibit "B"(Bid Price Form). 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 Exhibit "A" and, if still unresolved, by reference to Exhibit "B". Omission of any term or obligation from this Agreement or attached Exhibit "A" or Exhibit "B" shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

27. **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.

28. **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.
29. **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.
30. **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.
31. **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.
32. **Termination Upon Bankruptcy** This contract may be terminated in whole or in part by the DFA 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 person satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

33. **Confidentiality** Notwithstanding any provision to the contract contained herein, it is recognized that DFA is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to the DFA pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, the DFA shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The DFA shall not be liable to the Contractor for disclosure of information required by court order or required by law.

Witness our signatures, on the date first written.

(Insert Contractor)

Department of Finance and Administration

By: _____
Name
Title

By: _____
Laura Jackson
Executive Director