

**CONTRACT FOR PROFESSIONAL SERVICES  
MISSISSIPPI DEVELOPMENT AUTHORITY  
AMENDMENT #1**

STATE OF MISSISSIPPI

COUNTY OF HINDS

The original Contract between the MISSISSIPPI DEVELOPMENT AUTHORITY ("Authority") and **University of Southern Mississippi, on behalf of its Trent Lott National Center** ("Contractor"), executed April 1, 2021, and for the purpose of **implementing the State Defense Plan** and hereby related services therein, is hereby amended in accordance with the following provisions:

1. Page 2, Exhibit "A" Scope of Services-See attached Exhibit "A" Scope of Services.
2. Page 11, Exhibit "C" Compensation, Contract maximum will increase from \$190,000.00 to \$215,000.00.
3. Page 1, 6. Period of Performance, the Authority is extended the end date. The new contract ending date is now March 31, 2023.
2. All other terms and conditions of the original Contract remain in full force and effect.

The parties hereto mutually agree to this Amendment #1 created in duplicate originals and have affixed their signatures on the date indicated below after first being authorized so to do.

\_\_\_\_\_  
DATE

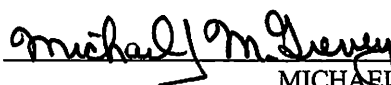
1 Feb 22

\_\_\_\_\_  
DATE

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

DR. GORDON CANNON  
VICE-PRESIDENT FOR RESEARCH  
UNIVERSITY OF SOUTHERN MISSISSIPPI

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

  
MICHAEL J. MCGREVEY  
CHIEF FINANCIAL OFFICER  
MISSISSIPPI DEVELOPMENT AUTHORITY

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

---

The Contractor will perform the following services upon request of the Authority in fulfillment of the purposes of this Contract.

Overview: The Governor's Office of Military Affairs was created in 2021 by Governor Tate Reeves. This office is housed within MDA. For purposes of coordinating the efforts of the Governor's Office of Military Affairs, the Contractor will provide primary support in the following three areas:

1. Provide assistance to the Governor's Office of Military Affairs in the buildout of a veteran-focused job and career opportunity platform as previously established by Mississippi Veterans Affairs (MSVA) and Mississippi Defense Initiative (MDI).
2. Create targeted research products as directed by the Governor's Office of Military Affairs to inform MDA about opportunities in the defense economy and for marketing purposes.
3. Provide support as directed by the Governor's Office of Military Affairs in completing items of importance to the State's defense economy.

Further, the Contractor will be responsible for prioritizing and completing elements of the Mississippi Defense Initiative Strategic Plan 2019-2023. Subsequent to any work beginning the Contractor must submit an Action plan to the Authority identifying the objectives and deliverables which must be approved prior to any actual work starting as related to the nine (9) goals listed below in the Mississippi Defense Initiative Strategic Plan 2019-2023. Once the Action plan is approved, any changes made to this Action plan require written pre-approval by Authority.

The Mississippi Defense Initiative consists of nine (9) goals for the State to work towards in strengthening Mississippi's Defense and National Security Assets as an Economic Driver for the State. These nine goals are a continuation of services from the previous contract and are as follows:

**Goal 1.** Formalize its commitment by establishing a coordinating body to guide, market, disseminate information, and facilitate policy recommendations for Mississippi's defense economy.

**Goal 2.** Improve its real and perceived quality-of-life to better motivate military personnel and their families to want to live and work in Mississippi, and to win new defense industry investments.

**Goal 3.** Be the premier state for defense business and industry through economic development attraction and retention.

**Goal 4.** Leverage interconnected networks of physical infrastructure and defense assets to aid in lowering defense costs and enhancing the lethality of the warfighter.

**Goal 5.** Aid in encroachment planning and implementation for compatible community development for areas located near military installations.

**Goal 6.** Be an international center of excellence for unmanned and autonomous land, aerial and aquatic systems.

**Goal 7.** Attract and retain workforce talent to support defense employers and military careers.

**Goal 8.** Encourage further expansion of joint training missions as an economic development engine within the state.

**Goal 9.** Foster a healthy innovation base that includes traditional and non-traditional partners in support of defense modernization.



# State of Mississippi

TATE REEVES  
Governor

## MISSISSIPPI DEVELOPMENT AUTHORITY

February 18, 2022

To whom it may concern:

I have submitted a contract with the University of Southern Mississippi (USM) to the Public Procurement Review Board for approval at the March 2, 2022 meeting. Pursuant to Executive Order 1419 and to accomplish the stated directives, this project was issued to MDA. This project is intended to protect, grow, and diversify defense and national security as an economic driver for Mississippi. The Director of the Trent Lott National Center for Economic Development and Entrepreneurship at the University of Southern Mississippi was assigned as our primary contract from the Governor, this Director has been the managing entity producing the Mississippi Defense Initiative Strategic Plan 2019-2023 for the Mississippi Defense Diversification Initiative. In addition, this agreement is to assist the Governor's Office of Military Affairs in the buildout of a veteran-focused job and career opportunity platform as previously established by the Mississippi Veteran Affairs (MSVA) and Mississippi Defense Initiative (MDI). In order to maintain cohesiveness of this project it is in MDA's best interest to continue utilizing USM's expertise to move forward. USM has been completely engaged since the onset of this project.

My Agency Head determined that these services meet the requirements of my Agency and the price represents a fair market value for these services. The Fair Market Value determination was made through the review of previous and current contracts that MDA has had with other Agencies and private vendors, the rates are consistent and comparable given the intended outcome and time frame. In addition, this project will assist with job creation for the defense related industry which is a driving force in the economic development priorities for the State of Mississippi. USM meets all of the requirements that MDA would need for this project.

Respectfully,

A handwritten signature in blue ink that reads "Tricia Shannon".

Tricia Shannon  
Accounting and Finance  
Mississippi Development Authority

CONTRACT FOR PROFESSIONAL SERVICES

MISSISSIPPI DEVELOPMENT AUTHORITY

State of Mississippi

County of Hinds

1. Parties. The parties to this Contract are the MISSISSIPPI DEVELOPMENT AUTHORITY, hereinafter referred to as the "Authority", and the **University of Southern Mississippi** ("Contractor"), and hereinafter referred to as the "Contractor."
2. Purpose. The Authority desires to engage the Contractor to render certain professional services, the purpose of **implementing Phase I of the State Defense Plan.**
3. Scope of Services. The Contractor will perform and complete in a timely and satisfactory manner the services described in Exhibit "A", captioned "Scope of Services", which is attached hereto and made a part hereof by reference.
4. General Terms and Conditions. This Contract is hereby made subject to the terms and conditions included in Exhibit "B", captioned "General Terms and Conditions", which is attached hereto and made a part hereof by reference.
5. Consideration. As consideration for the performance of services referred to in Exhibit "A", the Authority agrees to compensate the Contractor as stipulated in Exhibit "C", captioned "Compensation", which is attached hereto and made a part hereof by reference.
6. Period of Performance. This Contract will become effective April 1, 2021, and ending on March 31, 2022, upon the approval and signature of the parties hereto. The Authority may, at its option, renew the Contract for up to 1 additional year (12 months) at the same terms, conditions and fixed unit prices for a possible total contract term of two (2) years.
7. Method of Payment. The Contractor agrees to accept payments referred to in Paragraph 5, "Consideration", to be paid as billed by the Contractor. The Contractor agrees to submit invoices to the Authority that contain a detail of each billing. The final invoice is to be submitted no later than April 30, 2023. The Contractor is classified as an independent contractor and not a contractual employee of the Authority. As such, any compensation due and payable to the Contractor will be paid as gross amounts.

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

2/17/2021  
DATE

By: Marcia Landen  
MARCIA LANDEN  
ASSOCIATE VICE-PRESIDENT OF RESEARCH  
UNIVERSITY OF SOUTHERN MISSISSIPPI

5 JAN 2021  
DATE

By: Michael J. McGrevey  
MICHAEL J. MCGREVEY  
DEPUTY DIRECTOR  
MISSISSIPPI DEVELOPMENT AUTHORITY

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

---

The Contractor will perform the following services upon request of the Authority in fulfillment of the purposes of this Contract. The contractor will provide services as outlined and agreed to in a Statement of Work (SOW). The SOW will be prepared by the contractor and agreed to by both parties and may be amended from time to time as needed to accomplish the program goals. The Statement of Work should be submitted quarterly with the first SOW due within the first 30 days of this contract period or as needed.

**Overview:** The Contractor will be responsible for prioritizing and implementing elements of the Mississippi Defense Initiative Strategic Plan 2019-2023. Prior to any work beginning the Contractor must submit an Action plan to MDA identifying objectives and deliverables which must be approved prior to any actual work starting. Once the Action plan is approved, any changes made to this Action plan require pre-approval by MDA.

The Mississippi Defense Initiative consists of nine (9) goals for the State to work towards in strengthening Mississippi's Defense and National Security Assets as an Economic Driver for the State. These nine goals are a continuation of services from the previous contract and are as follows:

**Goal 1.** Formalize its commitment by establishing a coordinating body to guide, market, disseminate information, and facilitate policy recommendations for Mississippi's defense economy.

**Goal 2.** Improve its real and perceived quality-of-life to better motivate military personnel and their families to want to live and work in Mississippi, and to win new defense industry investments.

**Goal 3.** Be the premier state for defense business and industry through economic development attraction and retention.

**Goal 4.** Leverage interconnected networks of physical infrastructure and defense assets to aid in lowering defense costs and enhancing the lethality of the warfighter.

**Goal 5.** Aid in encroachment planning and implementation for compatible community development for areas located near military installations.

**Goal 6.** Be an international center of excellence for unmanned and autonomous land, aerial and aquatic systems.

**Goal 7.** Attract and retain workforce talent to support defense employers and military careers.

**Goal 8.** Encourage further expansion of joint training missions as an economic development engine within the state.

**Goal 9.** Foster a healthy innovation base that includes traditional and non-traditional partners in support of defense modernization.

**EXHIBIT "B"**  
**GENERAL TERMS AND CONDITIONS**

---

1. Notices--All notices required or permitted to be given under this Contract 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 changes of address.

Lead Administrator:       The University of Southern Mississippi  
                                  Craig Sumrall, MS Defense Initiative, Liaison  
                                  USM Trent Lott National Center  
                                  118 College Drive, #5191, Hattiesburg, MS 39406  
                                  601.266.6239  
                                  [craig.sumrall@usm.edu](mailto:craig.sumrall@usm.edu)

Financial:                 The University of Southern Mississippi  
                                  Tasha May, MBA, Operations Manager/Research Analyst  
                                  USM Trent Lott National Center  
                                  118 College Drive, #5191, Hattiesburg, MS 39406  
                                  601.266.5507  
                                  [tasha.may@usm.edu](mailto:tasha.may@usm.edu)

For the Authority:       Mississippi Development Authority  
                                  Michael J. McGrevey, Deputy Director  
                                  501 N. West Street, 4<sup>th</sup> Floor  
                                  Jackson, MS 39201.

2. Termination for Default Clause

1. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. 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 procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.



3. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

4. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, 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 Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, 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 Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee 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, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination").

5. *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

6. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

3. Termination for Convenience Clause

1. *Termination.* The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

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

4. Anti-Assignment/Subcontracting--The Contractor acknowledges that it was selected by the MDA to perform the services required hereunder based, in part, upon the Contractor's special skills and expertise. The Contractor shall not assign, subcontract or otherwise transfer this Contract in whole or in part without the prior



written consent of the MDA, which the MDA may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the MDA of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the MDA in addition to the total fixed price agreed upon in this Contract. Subcontracts shall be subject to the terms and conditions of this Contract and to any conditions of approval that the MDA may deem necessary. Subject to the foregoing, this Contract shall be binding upon the respective successors and assigns of the parties.

5. Modification or Renegotiation--This Contract may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or State revisions of any applicable laws or regulations make changes in this Contract necessary.
6. Change in Scope of Work--The Authority may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor, or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment to the Contract signed by the Authority 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 Authority in writing of this belief. If the Authority 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 Scope of Services.

7. Interest of the Contractor and the Contractor's Employees--The Contractor covenants that neither it nor its employees presently have any interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract, no person having such interest will be employed.
8. Confidential Information--Notwithstanding any provision to the contrary contained herein, it is recognized that MDA 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 Authority pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, Authority shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. Authority shall not be liable to the Contractor for disclosure of information required by court order or required by law.

"Confidential Information" shall mean (a) those materials, documents, data, and other information which the Contractor has designated in writing as proprietary and confidential, and (b) all data and information which the Contractor acquires as a result of its contact with and efforts on behalf of the MDA and any other information designated in writing as confidential by the MDA. Each party to this Contract agrees to protect all confidential information provided by one party to the other; to treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or federal law and, except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission, and to do so by using those methods and procedures normally used to protect the party's own confidential information. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor or its Subcontractor shall rest with Contractor. Disclosure of any confidential information by the Contractor or its Subcontractor without the express written approval of the MDA shall result in the immediate termination of this Contract.

9. Officials Not to Benefit--No member of or delegate to the Congress of the United States of America, and no Resident Commission will be admitted to any share or part thereof or to any benefit to arise here from.
10. Ownership of Documents and Work Papers--It is anticipated that the Contractor and the Authority will work collectively in the creation of the final deliverables under this Agreement. The Contractor and the Authority shall jointly own any deliverable created under such collaboration. Both Parties reserve for themselves the right to use any jointly owned property for any non-commercial purpose.
11. Record Retention and Access to Records--Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the Authority or any duly authorized representatives, shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. The Contractor shall retain all records related to this Contract for three (3) years after final payment is made under this Contract 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.
12. Personnel--The Contractor represents that it has, or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of, or have any contractual relationship with the Authority. All of the services required hereunder will be performed by the Contractor under its supervision, and all personnel engaged in the work will be fully qualified and will be authorized or permitted under State and local law to perform such services.
13. Right to Inspect Facility--The Authority may at reasonable times, inspect the place of business of a Contractor or any Subcontractor, which is related to the performance of any contract awarded by the Authority.
14. Disputes--Any dispute concerning a question of fact under this Contract, which is not disposed of by agreement of the parties, shall be decided by the Executive Director of the Authority or his designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute breach under the terms of this Contract. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.
15. Waiver--No delay or omission by either party to this Contract in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this Contract shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this Contract will void, waive, or change any other term or condition. No waiver by one party to this Contract of a default by the other party will imply, be construed as or require waiver of future or other defaults.
16. Severability--If any part of this Contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Contract that can be given effect without the invalid or unenforceable provision, and to this end, the provisions hereof are severable. In such event, the parties shall amend the Contract as necessary to reflect the original intent of the parties, and to bring any invalid or unenforceable provisions in compliance with applicable law.
17. Applicable Law--The Contract shall be governed by and construed in accordance with the laws of the State of

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

18. Compliance with Laws--The Contractor understands that the Authority 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 this Contract 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 Contract shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now exists and as may be amended or modified.
19. Representation Regarding Contingent Fees--The Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fees, except as disclosed in the Contractor's bid or proposal.
20. 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 Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.
21. 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>.
22. Availability of Funds--It is expressly understood and agreed that the obligation of the Authority to proceed under this Contract 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 Contract 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 Authority, the Authority shall have the right upon ten (10) working days written notice to the Contractor, to terminate this Contract without damage, penalty, cost or expenses to the Authority of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
23. Integrated Agreement/Merger--This Contract, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, irrespective of whether written or oral. This Contract may be altered, amended, or modified only by a written document executed by the Authority and the Contractor. The Contractor acknowledges that it has thoroughly read all Contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this Contract shall not be construed or interpreted in favor of or against the Authority or the Contractor on the basis of draftsmanship or preparation hereof.
24. 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 MDA and agreed by the contractor.

25. Third Party Action Notification--Contractor shall give the Authority prompt notice in writing of any action or suit filed, and prompt notice of any claim against the Contractor by any entity that may result in litigation related in any way to this Contract.
26. 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 Authority. Nothing contained herein shall be deemed or construed by the Authority, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint venturers, employer and employee, or any similar such relationship between the Authority and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Authority or the Contractor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of the Authority and the Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the Authority. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Authority; and Authority shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The Authority shall not withhold from the contract payments to the Contractor any federal or Mississippi unemployment taxes, federal or Mississippi income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the Authority shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State of Mississippi for its employees.
27. Stop Work Order--
- 1) Order to Stop Work: The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the 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 canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
- a) the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
  - b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the 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 canceled and the work covered by such order is



terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

28. E-Verify - 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. Mississippi Code Annotated §§ 71-11-1 et seq. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:
1. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
  2. the loss of any license, permit, certification or other document granted to 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 to do business in the State.
29. E-payment-- Contractor agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq..
30. Paymode—Payments by the Authority 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. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
31. Transparency—This Contract, including any accompanying exhibits, attachments and appendices, is subject to the “Mississippi Public Records Act of 1983”, and its exceptions. See Mississippi Code Annotated 25-61-1 et seq., and Mississippi Code Annotated 79-23-1. In addition, this Contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. See 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 and federal law or outside the applicable freedom of information statutes,

will be redacted.

32. 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.
33. 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 methods or factors used to calculate the prices bid.
34. Termination upon Bankruptcy—This contract may be terminated in whole or in part by the Authority upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings whether voluntary or involuntary, or upon 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.
35. Trade Secrets, Commercial, and Financial Information—It is expressly understood that Mississippi law requires that the provision 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.
36. Approval Clause --It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
37. Price Adjustment
- 1) Price Adjustment Methods. Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:
- a) by agreement on a fixed price adjustment before commencement of the additional performance;
  - b) by unit prices specified in the contract;
  - c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
  - d) by the price escalation clause.
- 2) Submission of Cost or Pricing Data. 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 Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

**EXHIBIT "C"**  
**COMPENSATION**

---

In consideration for the satisfactory performance and Authority acceptance of 190,000.00. Contract maximum not to exceed \$190,000.00. All payments and travel reimbursement must follow the Department of Finance and Administration (DFA) policies and procedures.

Payments by state agencies using the Mississippi's Accountability System for Government Information and Collaboration (MAGIC) 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 Contract. Contractor understands and agrees the State is exempt from the payment of taxes. All payments shall be in United States currency.