



REQUEST FOR QUALIFICATIONS (RFQ)

EXHIBIT DESIGN/BUILD

NATCHEZ TRIBAL HISTORY CENTER

Natchez, Mississippi

RFx: 3140004204

Issue Date: April 17, 2025

Closing Date: May 21, 2025

Contact for this RFQ:

Attn: Joey Roberts
Finance Department
Mississippi Department of Archives and
History 200 North Street
Jackson, MS 39201
601-576-6862

GENERAL

The Mississippi Department of Archives and History (MDAH) plans to revitalize the current facilities at the Grand Village of the Natchez Indians (GVNI) site in Natchez, Mississippi. The new facility will be called the Natchez Tribal History Center (NTHC). This site will preserve both the history of the Natchez people and where they are today, and the history of the site after the Natchez left. MDAH is working with Eley Guild Hardy Architects on the design of the building. Construction is anticipated to begin in the summer of 2025.

The story of the Natchez Indians, among the last Native American groups to inhabit what is now southwestern Mississippi, is foundational to the story of the Natchez region. The Natchez people were mostly wiped out by European resettlement and the aftermath of forced relocation. GVNI is now associated with the Muscogee (Creek) Nation through descendants of the Natchez people. MDAH has received support from the federally recognized Muscogee for the project and is coordinating closely with them and other Tribal partners on the planning, interpretation, and development of NTHC to ensure that an accurate and complete history is presented and preserved.

It is important to note that by the 18th century, the site of the GVNI was one of the only occupied mound sites in North America. The ceremonies recorded by Europeans—as well as the archaeological research undertaken at the site—provide some of the most complete history available about colonial period Native Americans and the legacy of the Natchez Indians. Scholars regard Grand Village as the best historically documented mound site in North America. The site's distinctive history led to its designation as a National Historic Landmark in 1964. Natchez Indian descendants provided instrumental support in opening the Grand Village as a historic site in 1976 and are still actively involved with the site today.

The City of Natchez receives hundreds of thousands of visitors annually and is a stop for cruises down the Mississippi River. Tourists and local residents frequent the site which currently averages 25,000 visitors annually. However, the primary focus for visitors in the future will be students—education is the goal. With the proposed new facility MDAH will be able to tell the story of the Natchez people and the site as a whole.

SCOPE OF WORK

MDAH is seeking an exhibit firm to work closely with MDAH staff and MDAH Tribal partners and advisors to research, design, fabricate, and install exhibits for NTHC. This RFQ is an all-inclusive design/build, and includes, but is not limited to, content research, image research and obtaining copyright permissions, exhibit design, A/V development and integration, scriptwriting and label development, lighting, fabrication, and installation of exhibits. Exterior signage, including wayfinding, interpretation, fabrication, and installation, is also included in this RFQ. NTHC will have exhibition space, including an introductory media space of 830 sq. ft. and an exhibit gallery space of 3590 sq. ft. The budget should not exceed \$3.5 million.

MDAH previously collaborated with another firm and has developed a substantial amount of content for the site; however, the selected firm will need to conduct additional research, as the content is not yet fully developed. MDAH will be responsible for artifact selection and

acquisition in coordination with the selected firm. The offeror will be expected to collaborate and work with MDAH staff, MDAH Tribal partners and scholars, and the architect's design team. MDAH will be responsible for all direct correspondence with the Tribal partners, but the selected firm will be involved in meetings and correspondence.

The offeror will be expected to provide a detailed budget, broken down by phase, as needed. Submittals should be expected to have an extended review period as MDAH Tribal partners prefer a 30-day review period for any review of information. MDAH is anticipating a 2027 opening date.

IMPORTANT DATES

April 17, 2025	RFQ issued
April 30, 2025	RFQ questions due to NTHCexhibitdesignRFQ@mdah.ms.gov by 5:00 PM CST
May 7, 2025	Responses to questions posted at https://www.mdah.ms.gov/NTHC-RFQ by 5:00 PM CST
May 21, 2025	RFQ submission deadline by 5:00 PM CST
May 22-29, 2025	Anticipated interviews
May 30, 2025	Anticipated Notice of Intent to Award posted
July 2, 2025	Anticipated date for PPRB approval
July 15, 2025	Anticipated date the contract will be awarded
August 1, 2025	Project work begins/kick off with the selected firm
December 31, 2027	Anticipated contract end

MINIMUM QUALIFICATIONS

MDAH will evaluate the following qualifications (see ATTACHMENT C) on a pass/fail basis the following criteria,

- 7 years in business,
- 3 reference projects similar in scope or size.

If the offeror does not meet these minimum qualifications, then their submission will not be reviewed.

SELECTION PROCESS

MDAH reserves the right for discussions to be conducted with offerors who submit qualifications determined to be reasonably susceptible of being selected for award, but that qualifications may be accepted without such discussions.

Evaluation criteria for this RFQ shall be as follows (100-point scale):

- Technical factors (total of 40 points)
 - Past experience on projects of similar scope (15 points)
 - Innovative use of technology and techniques (10 points)
 - Fabrication and installation (15 points)
- Cost factors (total 25 points)
 - To be submitted for four phases,
 - Schematic design
 - Design development
 - Construction documents
 - Fabrication and installation
 - Total Cost relative to other offerors (25 points)
 - Formula: $A/B \times 25$ (where A equals lowest cost received, B equals offeror's cost)
- Management factors (total 20 points)
 - Project plan (10 points)
 - Project team (10 points)
- Interview (total 15 points)
 - Cultural sensitivity (5)
 - Characteristics of collaboration (5 points)
 - Uniqueness in the firm's design approach (5 points)

After evaluating the Technical, Management, and Cost factors, MDAH will select the top three scoring offerors for an interview. Firms selected for an interview can choose if their preference is virtual or in-person.

QUESTIONS AND ANSWERS

Questions should be directed to NTHCexhibitdesignRFQ@mdah.ms.gov with the subject line: "Questions – NTHC Exhibit Design RFQ." **Questions must be received by 5:00 PM CST on April 30, 2025, to ensure a response from MDAH.** Responses to questions will be posted to the MDAH procurement page on the website at <https://www.mdah.ms.gov/NTHC-RFQ> and <https://www.transparency.ms.gov/>, and sent to all potential offerors known, as an amendment to this RFQ **on May 7, 2025, by 5:00 PM CST.**

ACKNOWLEDGEMENT OF AMENDMENTS

MDAH reserves the right to amend this RFQ at any time. Should an amendment to the RFQ be issued, it will be posted to the MDAH procurement page on the website at: <https://www.mdah.ms.gov/NTHC-RFQ>, <https://www.transparency.ms.gov/>, and sent to all potential offerors known. Offerors must acknowledge receipt of any amendment to the RFQ by signing and returning the amendment. The acknowledgment must be included in the RFQ submission. Please monitor the website for amendments to the RFQ. MDAH responses to questions will be treated as amendments to the RFQ and will require acknowledgment.

SUBMISSION

Any individual, firm, or corporation desiring to provide services must submit the following in hard copy and digital formats via USB flash drive to the Mississippi Department of Archives and History.

- **SIGNED ATTACHMENTS AND AMENDMENTS**
- **Technical factors**
 - Past Experience: Include descriptions and images of experience with similar projects (scope, size, discipline) and/or government entities within the past seven (7) years.
 - Innovative use of technology: Provide examples of AV components created on previous projects.
 - Fabrication and installation: Include past project examples
- **Cost**

The following phases should be separated out with a cost listed for each:

 - Schematic design
 - Design development
 - Construction documents
 - Fabrication and installation
- **Management factors**
 - Project Plan: Include a general project plan for the proposed scope of work, milestones, and timeline with overall schedule from schematic design through installation.
 - Project Team (including subcontractors): Include the abilities, qualifications, and experience of all persons proposed to be assigned to the project.

RELEASE OF PUBLIC INFORMATION

Offerors shall provide an electronic, single document version of qualifications, redacting those provisions of the qualification which contain trade secrets or other proprietary data which they believe may remain confidential in accordance with Miss. Code Ann. § 25-61-9 (1972, as amended) and other applicable state and federal laws, if any. Offerors should be aware that the un-redacted version of their qualifications is considered a public record and is subject to release by MDAH pursuant to and in accordance with Miss. Code Ann. § 25-61-1, et seq. (1972, as amended).

The redacted copy shall be considered public record and immediately released, without

notification, pursuant to any request under the Mississippi Public Records Act, Miss. Code Ann. §§25-61-1 et seq. and Miss. Code Ann. §79-23-1. Redacted copies shall also be used/released for any reason deemed necessary by MDAH, including but not limited to, submission to the PPRB, posting to Transparency Mississippi website, etc.

In the event that either party to the executed Contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by state law. This provision shall survive termination or completion of the executed Contract. The parties agree that this provision is subject to and superseded by Miss. Code Ann. § 25-61-1, et seq. (1972, as amended) regarding Public Access to Public Records.

RFQ SUBMISSION

Sealed submissions may be received by MDAH no later than 5:00 PM Central Standard Time (CST), MAY 21, 2025.

Attn: Joey Roberts
NTHC EXHIBIT RFQ
RFx: 3140004204
Finance Department
Mississippi Department of Archives and History
200 North Street
Jackson, MS 39201

Timely submission of the RFQ package is the sole responsibility of the offeror. Qualifications received after the specified time will be rejected and shall remain unopened in the procurement file. The offeror assumes all risk regarding the delivery of the bid. MDAH will not be responsible for delivery delays, packages that are lost in the delivery process, or other delivery errors. MDAH reserves the right to discuss with offerors who submit qualifications that are reasonably susceptible to being selected for award.

EXPENSES INCURRED IN PREPARING BID

MDAH accepts no responsibility for any expenses incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

RESTRICTIONS ON COMMUNICATION

At no time shall any bidder or its personnel contact, or attempt to contact, MDAH staff regarding this RFQ except the contact person as set forth and in the manner prescribed under RFQ Submission.

REQUEST FOR CORRECTIONS

MDAH reserves the right to waive or ask offerors to correct minor informalities in their submission.

Procedures to be applied in four situations in which mistakes in qualifications are discovered

- After receipt of submissions but before award;
- During Discussions, Prior to Best and Final Offers: Once discussions are commenced with any offeror or after best and final offers are requested, any offeror may freely correct any mistake by modifying or withdrawing the qualification or qualifications until the time and date set for receipt of best and final offers;
- Minor Informalities: Minor informalities, unless otherwise corrected by an offeror as provided in this section, shall be treated as they are under competitive sealed bidding.
- Correction of Mistakes: If discussions are not held or if the best and final offers upon which award will be made have been received, mistakes may be corrected and the intended correct offer considered only if: (1) the mistake and the intended correct offer are clearly evident on the face of the qualification or qualification; or, (2) the mistake is not clearly evident on the face of the proposal or qualification, but the offeror submits proof of evidentiary value which clearly and convincingly demonstrates both the existence of a mistake and the intended correct offer, and such correction would not be contrary to the fair and equal treatment of other offerors.

RIGHT TO REJECT, CANCEL AND/OR ISSUE ANOTHER RFQ

MDAH specifically reserves the right to reject any or all submissions received in response to this RFQ, cancel the RFQ in its entirety, or issue another RFQ.

NOTICE OF INTENT TO AWARD

Upon the determination of the highest score after interviews, a written Notice of Intent to Award will be issued via email to all offerors with a Delivery Receipt requested.

The Notice of Intent to Award will also be posted at <https://www.mdah.ms.gov/NTHC-RFQ> and <https://www.transparency.ms.gov/>.

A contract will be entered into based on this RFQ, its amendments, the offeror's qualification, and the best and final offer.

ATTACHMENT A: OFFICE OF PERSONAL SERVICES CONTRACT REVIEW RULES AND REGULATIONS REQUIRED CLAUSES

APPLICABLE LAW

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

PAYMODE

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

AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of MDAH 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 MDAH, MDAH shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to MDAH of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

COMPLIANCE WITH LAWS

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

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>.

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 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.

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.*

E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

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

TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.*, and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Mississippi Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

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

REPRESENTATION REGARDING CONTINGENT FEE

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

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*.

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 MDAH 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 qualification that such Contractor has/has not (*use applicable word or words*) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract

ATTACHMENT B: CERTIFICATIONS & ASSURANCES

As an authorized signatory for _____, I make the following certifications and assurances as a required element of the bid(s) to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s), by circling the applicable word or words in each paragraph below:

1. *REPRESENTATION REGARDING CONTINGENT FEES*: Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or qualification.
2. *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*.
3. *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.
4. *PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES*: The prospective Contractor represents as a part of such Contractor's bid or qualification that such Contractor has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
5. *NON-DEBARMENT*: This certification is a material representation of fact relied upon by the Contracting Agencies. If it is later determined that the Contractor did not comply with 2 C.F.R. part 180, subpart C, and 2 C.F.R. part 3000, subpart C, in addition to remedies available to DFA and other Contracting Agencies, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
6. *REGISTRATION WITH MISSISSIPPI SECRETARY OF STATE*: By submitting qualifications, the offeror certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by MDAH that it has been awarded a contract.
7. Bidder certifies that it can provide services in the entire region for each region on which it has submitted a bid.

Bidder certifies that it has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Invitation for Bids, the attachments hereto, and any amendments.

Name: _____

Title: _____

Signature: _____

Date: _____

Modifications or additions to any portion of this document may be cause for rejection of the bid.

ATTACHMENT C: PROJECT REFERENCES

Please complete the following and include with your submission.

Name of offeror:

Location of the offeror's principal place of business and, if different, the place of performance of the proposed contract:

Age of the offeror's business:

Average number of employees over the past three (3) years: _____

3 reference projects similar in scope or size:

1.

2.

3.

Contact for offeror:

Contact information:

Signature of the offeror's representative:

ATTACHMENT D: SAMPLE CONTRACT

MISSISSIPPI Department of ARCHIVES & HISTORY



CONTRACTUAL AGREEMENT \FOR INDEPENDENT CONTRACTOR

THIS AGREEMENT made and entered into by and between the Mississippi Department of Archives & History, an agency of the State of Mississippi (the “Department”), and, _____

whose Vendor # is _____

and whose address for mailing is _____

, hereinafter individually and collectively referred to as (“Contractor”).

WITNESSETH:

In consideration of the mutual covenants contained herein, and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

I. SCOPE OF SERVICES: (Please include an attachment for lengthy descriptions titled Attachment A and notate below *Please see Attachment A for detailed Scope of Services*)

--

II. PERIOD OF PERFORMANCE:

The term of this Agreement shall commence on

and shall expire on

III. COORDINATION OF SERVICES: Contractor shall coordinate the

performance of the services to be provided hereunder through _____,

director of _____ division, or his/her designee and consult with said director on specific courses of action which should be pursued.

IV. INDEPENDENT CONTRACTOR STATUS: Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Department, and the Department shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The Department 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, the Department shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

V. PAYMENT TERMS: In full consideration for the performance of the Services hereunder, and for any rights granted or relinquished by the contractor under this Agreement, the Department shall pay Contractor as follows (mark as applicable):

_____ on a time and materials basis at the following rates:
_____ or

_____ a fixed fee (the "Fee") in the amount of \$ _____ payable in installments as

follows:

Payments shall be preceded by an invoice from Contractor (to be submitted monthly), which the Department shall then pay in the ordinary course.

Upon approval, Department will reimburse Contractor for reasonable and necessary expenses incurred in the performance of the Services; provided, however, any necessary travel will be based on a mileage allowance for use of automobile at the maximum rate permitted by the Internal Revenue Service. Any airline travel will be at coach rates.

Total contract, including fringe, travel, and other expenses

related to carrying out this Agreement, shall not exceed \$ ____.

Contractor acknowledges and agrees that, except as provided herein, it shall not be entitled to, and the Department shall not be obligated to pay, any monies or other compensation for the Services provided and rights granted under this Agreement.

VI. RETIREE: Is Contractor drawing retirement benefits from the

Public Employee's Retirement System (PERS)? __YES or

__NO

If yes, Contractor represents that it has separated from State service with Mississippi and all covered employers after retirement for a ninety (90) day separation period. Contractor represents that it has received an approval notification from PERS and included it as an attachment to this contract.

VII. 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..

VIII. PAYMODE: Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State, may at its sole

discretion,

require

Contractor

to

electronically

submit

invoices and supporting

documentation at any time during the

term of this Agreement.

Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

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

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

XI. 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>.

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

XIII. 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 PPRB OPSCR Rules and Regulations Page 139 Effective Date 5/2/2018 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

XIV. 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.

XV. COMPLIANCE WITH LAWS: Contractor understands that the Department is

an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

XVI. E-VERIFICATION: If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

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

XVII. ANTI-ASSIGNMENT/SUBCONTRACTING: Contractor shall not assign, subcontract or otherwise transfer this agreement, in whole or in part, its rights or obligations under this contract without prior written consent of the Department. Any attempted assignment or transfer without said consent shall be void and of no effect.

XVIII. SEVERABILITY: If any term or provision of this contract is prohibited

by the laws of this State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby and each term and provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

XIX. MODIFICATION OR RENEGOTIATION: This agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal, state and/or the Department revisions of any applicable laws or regulations make changes in this agreement necessary.

XX. CHANGE IN SCOPE OF WORK: The Department 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 Contractor or other adjustments to the contract signed by the Department and the Contractor.

If 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 Contractor, Contractor must immediately notify the Department in writing of this belief. If the Department believes that the particular work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

XXI. TERMINATION FOR CONVENIENCE:

- (1) *Termination.* The Agency Head or designee may, when the interests of the Department so require, terminate this contract in whole or in part, for the convenience of the Department. 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 Department. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

XXII. TERMINATION FOR DEFAULT:

- (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 Chief 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"). (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 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.

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

XXIV. 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.

XXV. NON-WAIVER OF BREACH: Failure by the Department, 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 Department to enforce any provision at any time in accordance with its terms.

XXVI. COPYRIGHT: Copyright to all work products regardless of physical format- including, but not limited to, photographs, software, source code, research notes and compilations, draft and finished written works, and published materials – produced by Contractor in the scope of their contract with the Department belongs to the Department.

XXVII. CONFIDENTIAL INFORMATION: Contractor shall treat all Department data and information to which it has access by its performance under this contract as confidential and shall not disclose such data or information to a third party without specific written consent of the Department. In the event that Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall promptly inform the Department and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive termination or completion of this contract and shall continue in full force and effect and shall be binding upon Contractor and its agents, employees, successors, assigns, subcontractors, or any party or entity claiming an interest in this contract on behalf of, or under the rights of Auditor following any termination or completion of this contract.

XXVIII. TRANSPARENCY: This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104- 151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

XXIX. ENTIRE AGREEMENT: This contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

XXX. AUTHORIZATION: Both parties hereto represent that they have authority to enter into this contract and that the individuals executing this contract are authorized to execute it and bind their respective parties.

XXXI. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the commencement date outlined in Clause II.

Independent
Contractor

Department of Archives & History

By:

By:

*(name of representative, title, co.
name)*

Katie Blount, Director, MDAH

Date:

Date:

Revised May 2018