



Request for Quotes for Invasive Species Treatment of the Clower-Thornton Nature Trail

The Mississippi Department of Marine Resources (MDMR) is requesting quotes to establish a contract with an individual, entity or firm to provide invasive species treatment to the Clower-Thornton Nature Trail located in Gulfport, MS. The purpose of this project is to enhance water quality of Coffee Creek through the rehabilitation and land restoration of the Clower-Thornton Nature Trail.

Scope of Work and Deliverables

The Scope of Work shall include:

1. The Contractor will mechanically mulch, and/or hand clear, all underbrush four-inch diameter at breast height (“dbh”) and smaller. Normal and customary chemical treatment is also expected during the clearing operations.
2. Once the mulching operation is completed the Contractor will chemically treat (hack & squirt and/or basil spraying techniques) all remaining invasive species over the entire limit of construction. The limits of construction are from the eastern edge of Coffee Creek (not including the creek or western bank) and bounded to the north, east and south by the asphalt walking trail.
3. The Contractor will remove all existing trash and small encampments during the clearing operations.
4. The Contractor will remove and dispose of the dilapidated wooden walkway located in what is identified as the Bottom Land Forest in the Cypress Ecological Report dated April 15, 2020 ([Attachment A](#)). Embedded pilings may be cut off 1-2 feet below grade.
5. The Contractor will also be responsible for providing a chainsaw/brush cutter crew to selectively clear and limb up native trees for a duration of fifteen (15) days at the direction of the engineer.

The Deliverables include:

1. Within fifteen (15) calendar days of a fully executed contract, the Contractor must begin work.
2. The Contractor will commence and complete all work during the last quarter of 2020 and first quarter of 2021.

The Contract, if any, resulting from this solicitation will:

1. Be for a six-month term from October 12, 2020 to April 30, 2021, but may be extended at the sole discretion of the MDMR;

2. Provide for monthly invoicing based off of the Quote Form ([Attachment B](#)); and,
3. Include the Required Clauses for Service Contracts attached hereto as [Attachment C](#);

Minimum Required Qualifications

The minimum required qualifications which the MDMR is seeking for this service include:

1. Bidder must have a background in invasive species treatment.
2. Certifications – Bidder’s site manager(s) and/or supervisor(s) who will be assigned to work on the project must possess and maintain a valid Mississippi Commercial Pesticide Applicator Certificate. A copy of the Mississippi Commercial Pesticide Applicator Certificate for each such site manager and/or supervisor must be submitted with the proposal. For more information concerning the Mississippi Commercial Pesticide Applicator Certificate contact:

Mississippi Bureau of Plant Industry
P.O. Box 5207, Mississippi State, MS 39762
Telephone: 662-325-3390

Requirements for Quote

All Quotes must include the following:

1. [Attachment A – Cypress Ecological Report](#)
2. [Attachment B – Quote Form](#) (completed and signed)
3. [Attachment C – Required Clauses for Service Contracts](#)

Deadline for Submitting Quotes

You may submit your Quote in one of the following three ways:

- Via email to procurement@dmr.ms.gov
- Via U.S. Mail, postage prepaid, to:
 - o Mississippi Department of Marine Resources Attn: Rick Kinnard,
Procurement Director
1141 Bayview Avenue
Biloxi, MS 39530; or,
- Via hand delivery to Rick Kinnard at the above address.

The **deadline** for receiving Quotes is **October 2, 2020 at 2:00 p.m.** Late quotes will not be accepted.

MDMR Contact and Questions/Request for Clarification

All questions and requests for clarification must be submitted by email to:

Rick Kinnard, Procurement Director at procurement@dmr.ms.gov or at 228-523-4147.

The MDMR will not be bound by any verbal or written information that is not specified within this Request for Quotes unless formally noticed and issued by the contact person.

Attachment A

Cypress Ecological Assessment

Clower-Thornton Park

Ecological Assessment

Submitted to:

Covington Civil and Environmental

April 15, 2020



Purpose

The purpose of this ecological assessment is to provide a description of the native habitats, invasive species, and vegetation community restoration opportunities at Clower-Thornton Park in Gulfport, MS. This ecological assessment is focused on invasive plant species.

Site Information

Clower-Thornton Park is located in Gulfport, Mississippi, on East Railroad Street. Figure 1 shows the mapped location of Clower-Thornton Park. The +/-17-acre park and associated trails comprise several forest types and are detailed in the Management Unit Descriptions section. A paved trail, named the Clower-Thornton Nature Trail, is located on the perimeter of the entire park and additional unimproved trails are present throughout the park interior. A perennial stream named Coffee Creek runs along the west side of the park and flows south to the Mississippi Sound. An unnamed small stream flows east-west through the north portion of the bottomland forest and connects to Coffee Creek.

The adjacent land use predominantly consists of single-family residence.



Figure 1: Clower-Thornton Park Location and Vicinity Map

Overview

An onsite field assessment was conducted on January 14, 2020. The +/-17-acre site was characterized based on native habitat type, invasive plant species, and potential restoration opportunities. Eight management units were characterized onsite and are mapped in Figure 2. These management units include a magnolia forest, pine forest, live oak forest, bottomland forest, bottomland forest with a dense infestation of invasive species, stream and associated streambank, artificial mound, and trail berm.

Invasive tree, vine, and herbaceous species listed below are present throughout the site. The majority of invasive species onsite are trees and shrubs. Invasive vine species were noted as isolated occurrences and invasive herbaceous species were only present within the stream.

- *Triadica sebifera* (Chinese tallow tree)
- *Cinnamomum camphora* (camphor tree)
- *Ligustrum sinense* (Chinese privet)
- *Lygodium japonicum* (Japanese climbing fern)
- *Lonicera japonica* (Japanese honeysuckle)
- *Alternanthera philoxeroides* (alligatorweed)
- *Colocasia esculenta* (taro)
- *Canna sp.* (canna lily)

Invasive tree and shrub species were categorized into three size classes to inform treatment methods. The size classes include small (0-4" diameter at breast height (dbh)), medium (4-8" dbh) and large (8"+ dbh). The most prevalent invasive species onsite include *Triadica sebifera*, *Cinnamomum camphora*, and *Ligustrum sinense*. *Triadica sebifera* is present throughout the site and is more prevalent within the bottomland forest, usually as clusters of medium and large size trees. Large *Triadica sebifera* are present along the streambank of Coffee Creek. *Cinnamomum camphora* is present in all size classes across the higher elevation areas onsite including the streambank of Coffee Creek. *Ligustrum sinense* is present throughout the site as small shrubs with a high density population in the bottomland forest in the northwest corner of the site.

Restoration opportunities are based on size class and densities for each invasive species and the specific habitat and site conditions present.

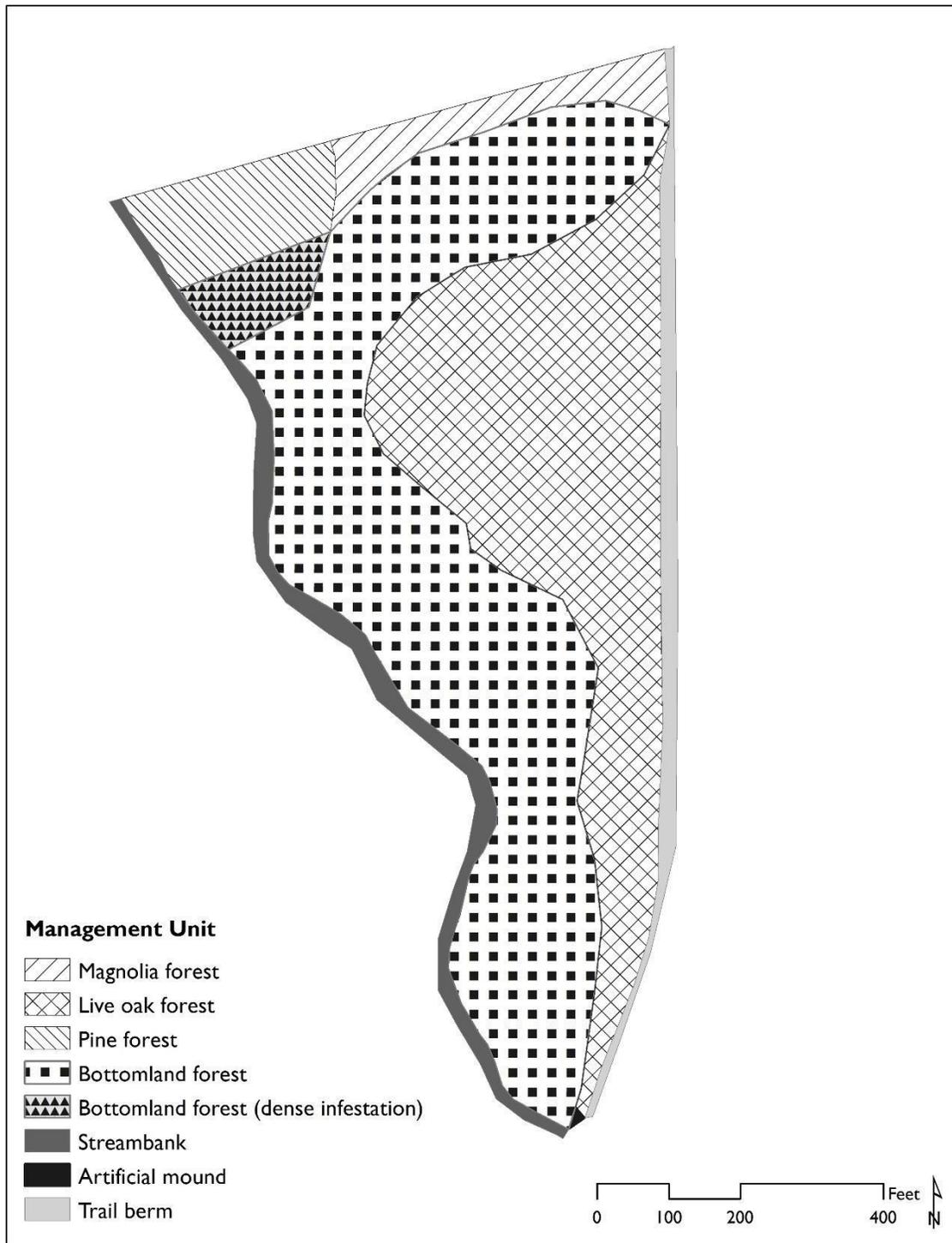


Figure 2. Clower-Thornton Park Management Units

Management Unit Descriptions

A description of the native habitat types, invasive species, recommended treatment, management unit considerations, and recommendations for tree and shrub preservation is provided below for each management unit. These findings are summarized in Table 1.

Streambank and Stream

A 1,598-foot segment of the Coffee Creek is adjacent to the western park boundary. An estimated 0.76 acres of streambank run along the western park boundary. The streambank varies between 15 to 30 feet wide and has a steep slope along Coffee Creek.

Native Habitat Type

The streambank is densely vegetated. The native species include *Magnolia grandiflora*, *Quercus lyrata*, *Quercus nigra*, *Ilex vomitoria*, and *Rhus copallinum*.

Invasive Species

Invasive species include large and medium *Cinnamomum camphora* and *Triadica sebifera* and small *Ligustrum sinense*. Discrete occurrences of vine invasive species include *Lonicera japonica* and *Lygodium japonicum*. *Alternanthera philoxeroides* and *Colocasia esculenta* are present within the Coffee Creek channel.

Treatment

Mechanical

Treatment will require a crew equipped with chainsaws, brushcutters, and weed eaters.

Chemical

Broadleaf herbicide approved for use within aquatic habitats, such as Triclopyr 4, can be used to treat cut stumps and control *Alternanthera philoxeroides* and *Colocasia esculenta* within the channel of Coffee Creek.

Management Considerations

The stream position, streambank slope, and wet soil conditions within the adjacent bottomland forest are factors that limit access and pose a challenge for mechanical equipment. A less steep segment of the streambank is located near the middle of the site where the stream channel widens. A large culvert connects a stream west of the park to Coffee Creek. This stream contains *Alternanthera philoxeroides* and *Lemna minor*.

Preserved Native Trees and Shrubs

Native tree species that warrant consideration for preservation along the streambank include medium to large size class individuals of the following species:

- *Quercus nigra*
- *Magnolia grandiflora*



Coffee Creek and adjacent streambank



Alternanthera philoxeroides present in Coffee Creek

Magnolia Forest

An estimated 0.65 acres of magnolia forest are located in the northeast portion of the site. A damaged boardwalk with pilings is present and will require removal/replacement.

Native Habitat Type

This unit is dominated by native *Magnolia grandiflora*, *Carya aquatica*, *Prunus caroliniana*, *Serenoa repens*, and

Vaccinium elliotii.

Invasive Species

Invasive species include small *Ligustrum sinense* individuals clustered near the damaged boardwalk and

Canna sp. individuals along the southern edge of the unit.

Treatment

Mechanical

A small skid steer with a mulching attachment can be used to remove invasive species and decrease the density of native shrubs throughout this unit.

Chemical

A crew outfitted with backpack sprayers can use Triclopyr or a similar broadleaf herbicide for treatment.

Management Considerations

The damaged boardwalk throughout the magnolia forest poses an obstacle for mechanical equipment. Coordination for removal and replacement will be critical to allow access and equipment movement in this area. Mechanical equipment should avoid the small stream that runs east-west along the southern edge of the magnolia forest.

Preserved Native Trees and Shrubs

Native tree and shrub species that warrant consideration for preservation within the magnolia forest include medium to large size class individuals of the following species:

- *Magnolia grandiflora*
- *Quercus nigra*
- *Carya aquatica*
- *Serenoa repens*



Ligustrum sinense trees near boardwalk



Damaged boardwalk

Pine Forest

An estimated 0.83 acres of pine forest are located in the northwest corner of the site.

Native Habitat Type

This unit is dominated by native *Pinus elliottii* with an open understory.

Invasive Species

Invasive species include small *Cinnamomum camphora* and isolated occurrences of *Lygodium japonicum*.

Treatment

Mechanical

Mechanical equipment such as a small skid steer with a mulching attachment can be used to remove invasive species throughout this unit.

Chemical

A crew outfitted with backpack sprayers can use Triclopyr or a similar broadleaf herbicide for treatment.

Management Considerations

A high fence and utility poles associated with the previously constructed baseball field are present within this unit.

Preserved Native Trees and Shrubs

Native tree species that warrant consideration for preservation within the pine forest include medium to large size class individuals of the following species:

- *Pinus elliottii*



Open understory of pine forest



Small *Cinnamomum camphora* trees

Live Oak Forest

An estimated 5.23 acres of live oak forest are located in the east portion of the site. There are several unimproved trails within this unit. An old damaged boardwalk is located near the center of this unit that will need to be removed.

Native Habitat Type

The live oak forest is dominated by native *Magnolia grandiflora*, *Quercus virginiana*, *Quercus nigra*, *Pinus palustris*, *Ilex vomitoria*, *Prunus caroliniana*, *Serenoa repens*, *Rubus sp.*, and *Smilax spp.*

Invasive Species

Invasive species include *Ligustrum sinense* in varying densities with extremely dense areas limiting line of sight. There are small and medium *Triadica sebifera* and *Cinnamomum camphora* trees throughout the live oak forest.

Treatment

Mechanical

Mechanical equipment such as a small skid steer with a mulching attachment can be used to remove invasive species and native *Ilex vomitoria*, which is very dense in the understory of this unit.

Chemical

A cut stump treatment with Triclopyr or a similar broadleaf herbicide post mowing/mulching can be used for control.

Management Considerations

The damaged boardwalk throughout the live oak forest poses an obstacle for mechanical equipment.

Preserved Native Trees and Shrubs

Native tree and shrub species that warrant consideration for preservation within the live oak forest include medium to large size class individuals of the following species:

- *Quercus virginiana*
- *Quercus nigra*

- *Magnolia grandiflora*
- *Serenoa repens*



Damaged boardwalk



Limited line of sight

Bottomland Forest

An estimated 6.95 acres of bottomland forest are located in the west interior of the site. Surface water was observed in wetter areas in the southern portion and sporadically along the interior of the bottomland forest. A small stream runs east-west and connects with Coffee Creek within the north portion of this unit.

Native Habitat Type

The bottomland forest is dominated by native *Magnolia virginiana*, *Quercus nigra*, *Taxodium distichum*, *Nyssa biflora*, *Ilex vomitoria*, *Ilex opaca*, and *Woodwardia areolata*.

Invasive Species

Invasive species include medium to large *Triadica sebifera* trees throughout this unit with high densities at the southern end. Small *Ligustrum sinense* trees are present throughout this unit with some high-density clusters. *Lygodium japonicum* and *Lonicera japonica* are present sporadically.

Treatment

Mechanical

Large individual trees will require removal using hand crews equipped with chainsaws.

Chemical

Herbicide treatment should be applied to cut stumps, small size class invasive species, and vines throughout the unit. Triclopyr or a similar broadleaf herbicide can be used for control.

Management Considerations

Standing water within the bottomland forest limits access and poses as a challenge for mechanical equipment. Mechanical equipment should not be permitted in areas with standing water. *Colocasia esculenta* is present in the east-west stream just outside the park boundary and is connected to the stream onsite by a box culvert.

Preserved Native Trees and Shrubs

Native tree species that warrant consideration for preservation within the bottomland forest
Clower-Thornton Park Ecological

include medium to large size class individuals of the following species:

- *Taxodium distichum*
- *Quercus nigra*
- *Nyssa biflora*



Standing water in some wetter areas



Triadica sebifera trees

Bottomland Forest (Dense Infestation)

An estimated 0.39 acres of bottomland forest are densely infested in the northwest area of the site. A small stream runs along the southern edge of the dense infestation.

Native Habitat Type

The bottomland forest is dominated by native *Magnolia virginiana*, *Quercus nigra*, *Taxodium distichum*, *Nyssa biflora*, *Ilex vomitoria*, *Ilex opaca*, and *Woodwardia areolata*.

Invasive Species

Invasive species include a high-density stand of small *Ligustrum sinense* in the understory and small, medium, and large *Triadica sebifera* trees in the subcanopy and canopy. Isolated occurrences of small *Cinnamomum camphora* and the invasive vine, *Lygodium japonicum*, are present.

Treatment

Mechanical

Mechanical equipment such as a small skid steer with a mulching attachment can be used to remove small and medium size invasive trees. Hand crews equipped with chainsaws may be necessary for large *Triadica sebifera* trees.

Chemical

A cut stump treatment with Triclopyr or a similar broadleaf herbicide post mowing/mulching can be used for control.

Management Considerations

Standing water within the bottomland forest limits access and poses as a challenge for mechanical equipment. Mechanical equipment should avoid the small stream that runs east-west along the southern edge of the dense infestation.

Preserved Native Trees and Shrubs

Native tree species that warrant consideration for preservation within the bottomland forest include medium to large size class individuals of the following species:

- *Taxodium distichum*
- *Quercus nigra*
- *Nyssa biflora*



High density of *Ligustrum sinense*



Potential access through pine forest

Trail Berm

Along the eastern boundary of the site is a 1,506-foot paved trail. A berm covering approximately 0.62 acres runs along the paved trail. A 100-foot segment of the berm is distinctly steep at the south end of the site.

Native Habitat Type

The trail berm runs adjacent to the live oak forest for a majority of its length.

Invasive Species

The berm is dominated by small invasive *Ligustrum sinense*. There are small and medium *Triadica sebifera* trees towards the north portion of the trail.

Treatment

Mechanical

Mechanical equipment such as a heavy duty brush mower or mulching equipment can be used to control *Ligustrum sinense* directly adjacent to the paved trail. Medium to large trees and vegetation will remain in place on the east side of the paved trail to act as a buffer for the residential community that is in close proximity.

Chemical

A cut stump treatment with Triclopyr or a similar broadleaf herbicide post mowing/mulching can be used for control.

Management Considerations

Mechanical equipment should circumvent steep slope segments of the berm.

Preserved Native Trees and Shrubs

Native tree species that warrant consideration for preservation within the trail berm unit include medium to large size class individuals of the following species:

- *Quercus virginiana*
- *Quercus nigra*
- *Magnolia grandiflora*
- *Serenoa repens*



Trail and adjacent berm looking north



Trail and adjacent berm looking south

Artificial Mound

A small artificial mound covering approximately 0.01 acres is located at the southern end of the site. The mound has steep slopes on all sides.

Native Habitat Type

The artificial mound is at the southern end of the bottomland forest.

Invasive Species

Invasive species present include large *Cinnamomum camphora* and *Triadica sebifera* trees.

Treatment

Mechanical

Large individual trees can be removed using hand crews equipped with chainsaws.

Chemical

A cut stump treatment with Triclopyr or a similar broadleaf herbicide post tree removal can be used for control.

Management Considerations

The steep slope of the mound may be a site limitation to mechanical equipment.

Preserved Native Trees and Shrubs

Native tree species that warrant consideration for preservation within the artificial mound unit include medium to large size class individuals of the following species:

- *Quercus nigra*



Artificial mound is to the right



Toe slope of the mound to the left

Table 1. Management Unit Description Summary Table

Management Unit	Area (acres)	Invasive Species	Size Class	Density (stems/acre)	Treatment	Management Considerations	Access
Streambank/ Stream	0.76	<i>Triadica sebifera</i> <i>Cinnamomum camphora</i> <i>Sesbania punicea</i> <i>Ligustrum sinense</i> <i>Lonicera japonica</i> <i>Alternanthera philoxeroides*</i> <i>Colocasia esculenta*</i>	Small	60	Chainsaw/hand crew; Mechanical equipment assist with removal of felled trees; Cut stump herbicide treatment	Steep slopes adjacent to Coffee Creek; Wet soil conditions	No direct access; Trail access from north or east boundary
			Medium	140			
			Large	190			
Magnolia forest	0.65	<i>Ligustrum sinense</i> <i>Canna sp.</i>	Small	80	Mechanized skid steer with a mulching attachment; Cut stump herbicide treatment	Damaged boardwalk obstacle for equipment; Stream along southern edge	Trail access along the north boundary
Pine forest	0.83	<i>Cinnamomum camphora</i> <i>Lygodium japonicum</i>	Small	25	Mechanized skid steer with a mulching attachment; Cut stump herbicide treatment	Open understory	Trail access along the north boundary
Live oak forest	5.23	<i>Ligustrum sinense</i> <i>Triadica sebifera</i> <i>Cinnamomum camphora</i>	Small	25	Mechanized skid steer with a mulching attachment; Cut stump herbicide treatment	Damaged boardwalk obstacle for equipment; Dense native understory	Trail along east boundary; Unimproved trails throughout
			Medium	240			
			Large	60			
Bottomland forest	6.95	<i>Ligustrum sinense</i> <i>Triadica sebifera</i> <i>Lygodium japonicum</i>	Small	60	Chainsaw/hand crew; Cut stump herbicide treatment	Wet soil conditions and unstable ground; Small stream along northern edge	Hike in from closest trail
			Medium	240			
			Large	60			
Bottomland forest (dense infestation)	0.39	<i>Ligustrum sinense</i> <i>Triadica sebifera</i> <i>Cinnamomum camphora</i> <i>Lygodium japonicum</i>	Small	620	Mechanized skid steer with a mulching attachment; Chainsaw/hand crew; Cut stump herbicide treatment	Wet soil conditions and unstable ground; Stream along southern edge	Hike in from trail along north boundary and through pine forest
			Medium	150			
			Large	10			
Trail berm	0.62	<i>Ligustrum sinense</i> <i>Triadica sebifera</i>	Small	150	Mechanized brush mowing/ mulching equipment; Cut stump herbicide	Berm runs along trail edge and is steep on south	Trail along east boundary

		<i>Cinnamomum camphora</i>			treatment	end of site	
Artificial mound	0.01	<i>Triadica sebifera</i> <i>Cinnamomum camphora</i>	Large	<5 indiv.	Chainsaw/hand crew; Cut stump herbicide treatment	Steep slopes; Unlikely to be accessible with heavy equipment	Bridge and boardwalk along south boundary

**Alternanthera philoxeroides* and *Colocasia esculenta* cover a majority of Coffee Creek. Treat with herbicide approved for aquatic use.

Attachment B

Quote Form

Please complete and sign this sheet. Incomplete or unsigned Quote Forms may be rejected.

STATEMENT OF PRICE:

1. The fixed price for which you will mechanically mulch, and/or hand clear, all underbrush four-inch diameter at breast height (“dbh”) and smaller is:

2. The fixed price for which you will chemically treat all invasive species over the entire limit of construction is: _____
3. The fixed price for which you will remove the dilapidated wooden walkway located in what is identified as the Bottom Land Forest is: _____
4. The fixed price for a chainsaw/brush cutter crew to selectively clear and limb up native trees not to exceed fifteen (15) days is: _____

TOTAL: The fixed total price for which you will perform the Scope of Work and Deliverables outlined in this Request for Quotes is: _____

ACCEPTANCE:

I certify that I am authorized to enter into a binding contract if this Quote is accepted.

Business/Company Name _____

Signature _____

Date _____

Printed Name _____

Title _____

Mailing Address _____

Physical Address (If different from Mailing) _____

Phone _____

Email _____

Attachment C

Required Clauses for Service Contracts

1. Applicable Law. This 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 state courts of Harrison County, Mississippi. Contractor shall comply with applicable federal, state, and local laws and regulations.
2. 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.
3. Availability of Funds. It is expressly understood and agreed that the obligation of the MDMR 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 MDMR, the MDMR 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 MDMR of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
4. Representation Regarding Contingent Fees. Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.
5. 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*.
6. 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>.
7. 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.
8. Compliance with Laws. Contractor understands that the MDMR 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.

9. Stop Work Order.

- a. *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:
 - i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
 - b. *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:
 - i. 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,
 - ii. 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.
 - c. *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.
10. 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.*

11. 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 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:
- a. 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;
 - b. 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,
 - c. 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.
12. 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.
13. 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.

14. Termination for Convenience

- a. *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.
- b. *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.

15. Termination for Default

- a. *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.
- b. *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.
- c. *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.
- d. *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).

- e. *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.
 - f. *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.
16. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by MDMR 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.
17. Indemnification. To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely responsible for all costs and/or expenses

associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

18. Confidentiality. The Contractor must not use or disclose any confidential information including, but not limited to, confidential financial data obtained through or from any source.