

REQUEST FOR APPLICATIONS

Request Number: **MDEQ-RFA07022025**
To Provide: **Medical Waste Disposal Contract Services**

Issue Date: **Wednesday, June 4, 2025**

CLOSING LOCATION

Mississippi Department of Environmental Quality
515 East Amite Street
Jackson, MS 39201

APPLICATION COORDINATOR

Bill Barnett
E-mail: bbarnett@mdeq.ms.gov

CLOSING DATE AND TIME

Applications must be received by
4:00 p.m., Wednesday, July 2, 2025

SECTION 1

1.1 Introduction

The Mississippi Department of Environmental Quality (“MDEQ”) is requesting applications for selection as Medical Waste Transport Contractor(s) (which may also be referred to as “Applicant”, “Company”, or “Contractor “in parts of this document) to assist MDEQ in the implementation of its Household Medical Sharps Disposal Program. Through this program, pharmacies and other businesses serve as locations where the public may drop off medical sharps generated in the home for safe disposal.

1.2 Application Acceptance Period

Interested Applicants should submit one (1) signed original and one (1) copy of the Application and any supporting documents to the Application. The signed Application and supporting documents should be submitted in a sealed envelope or package as stated below no later than 4:00 p.m., Wednesday, July 2, 2025. Timely submission of the completed Application is the responsibility of the Applicant. Upon delivery, the time and date of receipt will be indicated on the envelope or package by MDEQ. Failure to apply on the forms provided in this package shall be considered just cause for rejection of the Application. Modifications or additions to any portion of this procurement document may be cause for rejection of the Application. MDEQ reserves the right to decide on a case-by-case basis whether to reject an Application with modifications or additions as non-responsive. As a precondition to acceptance of an Application, MDEQ may request the Applicant to withdraw or modify those portions of the Application deemed nonresponsive.

Submissions must be clearly marked with the following information on the **outside** of the envelope or package:

Mississippi Department of Environmental Quality
SEALED APPLICATION– DO NOT OPEN
MDEQ-RFA06112025
Closing Date: 4:00 p.m., Wednesday, July 2, 2025
Attention: Bill Barnett
515 East Amite Street
Jackson, MS 39201

1.2.1 Timeline

- **Request for Applications Issue Date: June 4, 2025**
- **Deadline for Questions to MDEQ: June 11, 2025, 4:00 p.m.**
- **Anticipated Posting of Responses to Questions: June 18, 2025**
- **Deadline for Application Package Submission: July 2, 2025, 4:00 p.m.**
- **Anticipated Notice of Intent to Award: July 16, 2025**

1.2.2 Late Submissions

An Application received at the closing location described on the cover sheet after the closing time and date of 4:00 p.m., Wednesday, July 2, 2025 will not be considered unless it is the only Application received, or it is received before award is made and was sent by registered or certified mail not later than the fifth (5th) calendar day before the closing date and time. Where applicable, MDEQ will determine whether the late receipt was due solely to mishandling by MDEQ after receipt at the specified address.

The only acceptable evidence to establish the date of mailing of a late Application is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service (or equivalent public carrier postmark or date of mailing stamp). If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service (or equivalent) on the date of mailing. Applicants should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper.

Upon receipt at MDEQ, the Application package or envelope will be stamped with the time and date of receipt. The MDEQ time and date stamp is the only acceptable documentation of timely submittal of the application.

1.3 Expenses Incurred in Preparing Application

MDEQ accepts no responsibility for any expense incurred by the Applicant in the preparation, presentation, and transmittal of an Application. Such expenses shall be borne exclusively by the Applicant.

1.4 Registration with Mississippi Secretary of State

By submitting an Application, the Applicant certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

1.5 Debarment

By submitting an Application, the Applicant certifies that it is not currently debarred from submitting Applications for contracts issued by any political subdivision or agency of the State of Mississippi or Federal government and that it is not an agent of a person or entity that is currently debarred from submitting Applications for contracts issued by any political subdivision or agency of the State of Mississippi.

1.6 Questions or Additional Information

Questions about this Request for Applications document must be submitted in writing to Bill Barnett at bbarnett@mdeq.ms.gov by 4:00 p.m., Wednesday, June 11, 2025. Applicants are cautioned that any statements made by contact persons that cause a material change to any portion of the Application document shall not be relied upon unless subsequently ratified by a formal written amendment to this Request for Applications. The person submitting the question or request

for clarification is responsible for its timely delivery. All questions, requests for clarifications, and responses to these questions and requests received by the deadline shall be published as an amendment on the MDEQ webpage at:

<https://www.mdeq.ms.gov/about-mdeq/procurements/>.

It is the responsibility of the Applicant to review the webpage identified above to determine if addendums to the Request for Application have been published and to modify or adjust an Application as the addendum may indicate. MDEQ accepts no responsibility for the failure of an applicant to have proper knowledge of an addendum.

1.7 Type of Contract

Compensation for services will be in the form of a Firm Fixed Price, Indefinite Quantity contract. Contractors will be provided a list of approximately 80-120 locations to be serviced. Such list may be revised from time to time during the life of the contract. Services will generally be provided on an on-call basis unless MDEQ authorizes service at a specific location on a regular scheduled basis. Reimbursement to a contractor will be at a rate of \$55.00 per standard box of medical waste picked up. MDEQ will not pay any fees or surcharges established by the Contractor. Each contract shall not exceed a ceiling amount of \$75,000.00 over a possible five (5) year period.

1.8 Written Applications

All Applications and supporting documentation shall be in writing and submitted in hard copy, using only those forms included in Section 5 of this Request for Applications.

SECTION 2

2.1 Purpose

The Mississippi Department of Environmental Quality ("MDEQ") is seeking to establish contract(s) to provide transportation and disposal service to public drop-off collection locations which receive medical sharps as part of the Mississippi Household Sharps Disposal Program. MDEQ is interested in selecting up to three (3) Applicants for award of contracts. The information in this section describes the anticipated scope of services if an Applicant is selected for award.

2.2 Scope of Services

All successful Applicants will be expected to perform the following tasks:

1. Contractor shall service an assigned list of household sharps collection locations. Service will generally be performed on an on-call basis directly from the collection location, or in some cases directly from a request by MDEQ. With a few locations, MDEQ may authorize the Contractor to place the location on a regular schedule. Contractor shall assume responsibility for all waste materials until it is delivered to an authorized medical waste treatment facility.
2. Contractor is expected to respond within fourteen (14) days of receiving a request for service.

3. In most instances, Contractor will not be expected to provide service locations with storage boxes, as MDEQ already provides a storage bin for each location. Upon arrival at the service location, Contractor's driver shall remove the medical sharps from the storage bin on site and transfer them to the Contractor's standard 30-gallon storage box. Driver shall immediately return MDEQ's storage bin to the service location's owner and line it with a fresh red bag. Driver shall weigh each standard box collected at the location and record weight (to the nearest pound) on the manifest. If driver does not have a set of scales for measuring the weight of medical sharps, he/she shall provide a reasonable estimate of the weight.
4. Contractor shall provide copies of manifests documenting the chain of custody procedures utilized by the contractor. The final manifest generated when the waste material has been delivered to a medical waste treatment facility shall be submitted digitally by email no later than thirty (30) days after the medical waste treatment facility has assumed custody of the waste material. Alternatively, the final manifest may be submitted as an attachment to the corresponding invoice. All final manifests must include documentation as to where and when the waste materials were picked up, the amount of waste materials picked up (number of standard 30-gallon storage boxes and total weight, in pounds), and where and when the waste materials were delivered to a medical waste treatment facility.

2.3 Multi-Term Contract

A contract for services will be entered into for a period not to exceed four (4) years with an option to renew for one (1) year, if funds are available for the first fiscal period at the time of contracting. Performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds. The contract may be canceled if funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period succeeding the first; however, this does not affect either the State's right or the Contractor's rights under any termination clause in the contract.

2.4 Standard Contract Terms and Conditions

Applicants should understand that any contract entered into between MDEQ and an Applicant will include Standard Terms and Conditions found in **Attachment A** and those required by the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* as determined appropriately by MDEQ.

SECTION 3

3.1 Insurance

Contractor shall maintain, during the period of performance of the contract, Workers' Compensation and Employer's Liability Insurance from an insurance carrier(s) licensed or holding a Certificate of Authority from the Mississippi Department of Insurance. The required Worker's Compensation and Employer's Liability Insurance must meet the following minimum requirements:

1. The insurance shall protect Contractor against all claims under applicable State workers' compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees, which for any reason, may not fall within the provisions of a workers' compensation law.
2. The liability limits shall not be less than the required statutory limits for workers' compensation and employer's liability limits in the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

Proof of Contractor compliance with the insurance provisions of this paragraph shall be provided per instructions included in Section 5, Form 1. MDEQ reserves the right to request at any time during the life of the contract updated documentation of compliance with the insurance provisions of this paragraph.

SECTION 4

4.1 Application Evaluation

Applications will be evaluated based on requirements set forth in this section of this Request For Applications No. MDEQ-RFA No.07022025. Only Applicants who are found responsive and responsible will have their Applications considered.

4.1.1 Responsive Applicant

An Applicant must submit an Application which conforms in all material respect to this Request For Applications document, as determined by MDEQ.

4.1.2 Nonconforming Terms and Conditions

Any Application submitted that includes terms and conditions not conforming to the terms and conditions of this Request For Application document is subject to rejection as non-responsive. MDEQ reserves the right to permit the Applicant to withdraw nonconforming terms and conditions from its Application prior to a determination by MDEQ of non-responsiveness based on the submission of nonconforming terms and conditions.

4.1.3 Conditioning Application Upon Other Awards

Any Application which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and not acceptable.

4.1.4 Application Submission Format

The Application package must be sealed and must contain one original and one copy of completed and printed Forms 1 through 5 as instructed in Section 5 of this procurement document. Anyone experiencing problems or difficulties downloading the fillable forms listed in Section 5 of this procurement document should contact Bill Barnett at bbarnett@mdeq.ms.gov for assistance or instructions.

4.1.5 Responsible Applicant

Applicant must have capability in all respects to perform fully the contract requirements with integrity and reliability, which will assure good faith performance, as determined by MDEQ.

4.1.6 Minimum Qualifications to be Deemed Responsible

1. An Applicant must be capable and qualified to perform the services described in Section 2.2, Scope of Services, without the use of subcontractors. Agreements with subcontractors will not be allowed.
2. An Applicant must have at least one year of experience in handling and transporting medical waste, without the use of subcontractors.
3. An Applicant must have had no citations or monetary penalties in the past three (3) years from the closing date of this Request for Applications relating to the handling, transportation, or disposal of medical waste materials. Citations and monetary penalties for minor traffic violations, such as parking or speeding violations, are not included in this qualification.

4.1.7 Preferences

Preference will be given to those Applicants that can commit one individual to the management of the Contract that can be relied upon to resolve any issues or problems that may arise during the period of the Contract, including those related to invoicing and payments.

4.2 Award

Written notice will be provided to the selected Applicant(s) whose Application meets the requirements and criteria set forth in this Request for Applications No. MDEQ-RFA07022025. MDEQ will follow the notice with presentation of formal contract documents.

SECTION 5

5.1 Application Forms

The application to be submitted must include all five (5) of the following forms:

Form 1 – General Information/Proof of Insurance

Form 2 – Company Experience & Personnel

Form 3 – Chain of Custody

Form 4 – Certifications and Assurances

Form 5 – Acknowledgement & Signature

Fillable Forms 1 – 5 may be downloaded at [Procurement Opportunities – MDEQ](#) for completion and printing. Anyone experiencing problems or difficulties downloading the fillable forms may contact Bill Barnett at bbarnett@mdeq.ms.gov for assistance or instructions.

FORM 1

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

P.O. BOX 2261

JACKSON, MISSISSIPPI 39225

**APPLICATION FOR
MEDICAL WASTE TRANSPORT CONTRACTOR**

GENERAL INFORMATION/PROOF OF INSURANCE

Name of Applicant:

P. O. Box or Street Address:

City:

State:

Zip:

Principal Officer Name:

Telephone:

E-mail Address:

Usual Company Contact Name:

Telephone:

E-mail Address:

Attach with this form proof of Worker's Compensation and Employer's Liability Insurance as required by Section 3 of this Request for Applications. Proof may be provided by attaching copies of pages of the insurance policy that include the name of the insurance company providing coverage, the policy number, and the amount of coverage. Any other information considered confidential by the Applicant may be redacted.

FORM 2
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
APPLICATION FOR
MEDICAL WASTE TRANSPORT CONTRACTOR
COMPANY EXPERIENCE AND PERSONNEL

In 250 words or less, describe a history of your company and its experience, both in the State of Mississippi (if any) and in surrounding states (if any), as it relates to medical waste collection, transportation, and/or disposal. If additional space is needed below, continue using an attached page.

Location of Principal base of operations	City:		State:	
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Location of any hub stations from which it may operate	City:		State:	
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Approximate number of vehicles available to accomplish the work:	
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Names of personnel to be involved in managing or supervising work, including those involved with invoicing.	1	
	2	
	3	

*A hub station is considered to be any location, other than its principal base of operations, where personnel, equipment, and/or vehicles are stationed and will be utilized to assist in the work described in this Request for Applications

FORM 3
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL
QUALITY

APPLICATION FOR
MEDICAL WASTE TRANSPORT CONTRACTOR
CHAIN OF CUSTODY

Applicant should describe its procedures and/or software used to provide manifests documenting where and when all medical wastes are picked up and where and when all wastes are turned over to a medical waste treatment facility. Attach a copy of a typical manifest that is used by the Applicant.

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List the names of medical waste treatment facilities and their location that you expect to use on a routine basis. [Note: Contractors will not be restricted to using only those listed.]

Name of Medical Waste Treatment Facility	Location (City and State)

FORM 4
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
APPLICATION FOR
MEDICAL WASTE TRANSPORT CONTRACTOR
CERTIFICATIONS AND ASSURANCES

I/We make the following certifications and assurances as a required element of the Application 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 of any related contract(s).

1. REPRESENTATION REGARDING CONTINGENT FEES

The Applicant represents that it has not retained any person or agency to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

2. REPRESENTATION REGARDING GRATUITIES

The Applicant 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.

Print Name:

Signature:

Date:

FORM 5
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
APPLICATION FOR
MEDICAL WASTE TRANSPORT CONTRACTOR
ACKNOWLEDGEMENT & SIGNATURE FORM

Name of Company (Applicant):

Name of Company Representative:

Telephone:

E-mail Address:

Reimbursement to contractors selected from this Request for Applications will be at a rate \$55.00 per standard 30-gallon box of medical waste picked up. MDEQ shall have 45 days from the date an invoice is received with all supporting documentation (final manifests) to make payment. MDEQ will not pay any special fees or surcharges established by the Contractor.

By signing below, the Applicant or Company Representative on behalf of the Applicant certifies and further acknowledges:

1. That the Applicant has thoroughly examined, understands, and agrees to all provisions of this Request for Applications, including all attachments herein, and any subsequently published amendments;
2. That the Applicant meets all requirements and acknowledges all certifications contained in this Request for Applications and the attachments herein;
3. That the Applicant will perform, without delay, the services required at the rate and stipulations quoted above;
4. That the Applicant will secure at its own expense appropriate personnel who shall be qualified to perform the duties required to be conducted under this Request for Applications;
5. That the person signing below has the authority to bind the company.

Printed Name:

Signature:

Date:

Attachment A

Contract

Standard Terms and Conditions

1. 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.

2. Approval

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

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

4. Compliance with Laws

CONTRACTOR understands that MDEQ 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 Contract 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 Contract 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.

5. Counterparts

This Contract may be executed in counterparts, each of which shall be deemed an original but all of which together shall be deemed to be one and the same agreement. A signed copy of this Contract delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Contract.

6. E-Payment

CONTRACTOR agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ 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.

7. 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 Contract 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, both._
- C. 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.

8. Pay Mode

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

9. Price Adjustment

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

B. Submission of Cost or Pricing Data. Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-401 (Cost or Pricing Data) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

10. 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>.

11. 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.

12. Representation Regarding Gratuities

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

13. Stop Work Order

A. Order to Stop Work. MDEQ, may, by written order to the CONTRACTOR at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the work called for by this Contract. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to 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, MDEQ shall either:

1. Cancel the stop work order; or
2. 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, the CONTRACTOR shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or CONTRACTOR price, or both, and the Contract shall be modified in writing accordingly, if:

1. the stop work order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this contract; and
2. the CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provide that, if MDEQ 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.

D. 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.

14. Termination

This Contract may be terminated as follows:

A. *Termination for Convenience*

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

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

B. *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.

C. *Termination Upon Bankruptcy*

This Contract may be terminated in whole or in part by MDEQ 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.

15. 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.

16. 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.