

# **INVITATION FOR BIDS (IFB)**

**PROCUREMENT NUMBER:** RFx3160007906 MDEQ-IFB04212026

**TO PROVIDE:** Professional Services for Visible Emissions Evaluation  
Training and Certification Sessions (Smoke School)

## **ISSUE DATE**

April 21, 2026



## **CLOSING LOCATION**

Mississippi Department of Environmental Quality  
700 North State Street  
Jackson, MS 39202  
Or Electronically in MAGIC

## **CLOSING DATE AND TIME**

June 3, 2026, at 3:00 p.m. CDT

## **MDEQ BID COORDINATOR**

Ms. Aveleka Moore [amoore@mdeq.ms.gov](mailto:amoore@mdeq.ms.gov)

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## SECTION 1 – INTRODUCTION AND OVERVIEW

### 1.1 Purpose

The Mississippi Department of Environmental Quality (MDEQ) is seeking to establish a contract to provide Visible Emissions Evaluation Training and Certification Sessions (Smoke School).

#### 1.1.1 Scope of Services

The Bidder shall perform the following services:

- 1) The Bidder shall provide two (2) Visible Emissions Evaluation Training and Certification Sessions (Smoke School) per calendar year (i.e., Spring and Fall). The classroom training portion will emphasize the principles and practice of 40 C.F.R. Part 60, Appendix A, Test Method 9 observations as well as the certification procedures. (Each classroom portion will be approximately one-half day in length and may be held either online or in-person, as mutually agreed upon). The certification portion will afford students the opportunity to become certified as a qualified observer in Test Method 9.
- 2) The Bidder shall not charge any fee(s) to any eligible person attending MDEQ's Smoke School.
- 3) The Bidder will be responsible for registering all eligible applicants requesting registration prior to day of the event or on the day of the event.
- 4) The Bidder shall provide course content, testing materials, and access for all online classroom training.
- 5) The Bidder shall timely notify all participants registered for classroom training that fail to successfully complete that portion of the training.
- 6) The Bidder shall provide sites for the field certification testing as agreed upon by the Bidder and MDEQ.
- 7) The Bidder shall provide all necessary fuel and equipment for field certification testing.
- 8) The Bidder shall provide certification testing in accordance with 40 C.F.R. Part 60, Appendix A, Test Method 9 requirements. For each Smoke School, testing for certification shall be continued until all applicants have completed qualifications or until at least five (5) runs are completed over the course of one (1) day of testing and evaluation. In the event weather conditions or smoke generator problems prevent the completion of all runs in the one (1) day of testing and evaluation, a mutually acceptable rescheduling will be arranged to complete the five (5) runs within the next thirty (30) days at the Bidder's choosing. One (1) run is fifty (50) plume readings (twenty-five (25) black smoke and 25 white smoke). The Bidder is not obligated to make additional runs solely for participants that fail to attend a Smoke School in its entirety. If ten (10) percent of active participants do not certify on the first run, or thirty (30) percent within the first two (2) runs, a delay (i.e., around inclement weather) or an alternative field day should be considered.

- 9) The Bidder shall provide MDEQ with a registration roster and completion data of each Smoke School event. The information shall conform in content and detail as required by the Environmental Protection Agency (EPA) Quality Assurance procedures.
- 10) The Bidder shall notify all participants of either their apparent successful certification or failure to pass the Test Method 9 field certification requirement prior to each successive run.
- 11) The Bidder shall timely notify all participants of either their successful certification or failure to certify as a qualified in Test Method 9.
- 12) MDEQ shall schedule the Smoke School(s) and notify potential applicants, limiting the total number of applicants to two hundred (200).
- 13) MDEQ shall provide sites for all in-person classroom training (if necessary).
- 14) MDEQ shall provide instructional material, copies of handouts and test forms for all in-person training (if necessary).
- 15) MDEQ shall maintain all Smoke School records.
- 16) The Bidder shall perform other related tasks as directed by MDEQ.

### **1.1.2 Contract Type**

Compensation for services will be in the form of a firm fixed-price Contract.

### **1.1.3 Term**

The anticipated Period of Performance for the award of the Contract is five (5) years.

## **1.2 Bid Acceptance and Submission Requirements**

The original bid form shall be signed and submitted in a sealed envelope or package to the Mississippi Department of Environmental Quality (MDEQ) no later than the time and date specified for receipt of bids. Timely submission of the bid is the responsibility of the bidder. Failure to submit a timely bid may be considered just cause for rejection of the bid.

The time and date of receipt shall be indicated on the envelope or package when received by MDEQ.

Each page of the bid form and all attachments shall be identified with the name of the bidder. Failure to submit a bid on the bid form provided may be considered just cause for rejection of the bid. Modifications or additions to any portion of the bid document may be cause for rejection of the bid.

The bid shall be limited to no more than a total of thirty (30) typed pages including contents pages, supporting appendices, and resumes. Paper size shall be 8 1/2" x 11". Text shall not be smaller than a font size of 12. The original bid must be signed by an authorized representative of the Bidder.

Each page of the bid must be numbered. Multiple page attachments and samples should be numbered internally within each document and not necessarily numbered in the overall page number sequence of the entire bid. The intent of this requirement is that the Bidder submit all information in a manner so that it is clearly referenced and easily located.

MDEQ reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a pre-condition to bid acceptance, MDEQ may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

To prevent opening by unauthorized individuals, the original signed bid, including any and all attachments, must be submitted in a sealed envelope or package. The outside cover of the package containing the sealed bid **must be labeled**:

**Mississippi Department of Environmental Quality**  
**SEALED BID – DO NOT OPEN**  
**RFx3160007906 MDEQ-IFB04212026**  
**Attention: Ms. Aveloka Moore**  
**700 North State Street**  
**Jackson, MS 39202**

**Alternatively, electronic bids may be submitted to Mississippi’s Accountability System for Government Information and Collaboration (MAGIC) RFx Number 3160007906 no later than the deadline in Section 1.3 of this IFB for the bid submission deadline.**

The sealed bid package shall include the section components clearly divided and identified and contain the following:

- **Attachment A** – Bid Cover Sheet – Not included in the thirty (30) page limit of the bid.
- **Attachment B** – Bid Form – Not included in the thirty (30) page limit of the bid.
- **Attachment C** – MBE/WBE Solicitation Form – Not included in the thirty (30) page limit of the bid.
- **Attachment D** – Bidder’s Affidavit – Not included in the thirty (30) page limit of the bid.
- **Attachment E** – Project References – Not included in the thirty (30) page limit of the bid.
  
- **Project Plan Management:** Provide a summary discussing the project management approach that the Bidder’s Project Team will take to achieve the tasks described in the Scope of Services and course of action necessary for completion of the Scope of Services in accordance with the anticipated Period of Performance.
  
- **Project Team, Resources and Resumes:** Provide the following information:
  - Provide resumes of all persons who would be assigned to provide the required services, including, but not limited to, their respective backgrounds, experience, Project responsibilities, licenses, certifications, education, and skills.
  - Provide information on the Bidder’s access to or ability to obtain appropriate financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements to perform the work.

- Provide the name of any company or individual anticipated to be used as a subcontractor on this Project, as well as that subcontractor's duties on the Project. If subcontractors have not yet been identified but the Bidder has certain duties that it anticipates subcontracting, the Bidder shall delineate that Scope of Services to be subcontracted. If no subcontractor(s) will be used, state that no subcontractor(s) will be used. Also, the Bidder should be aware that all subcontractors must be approved by MDEQ.
- For each referenced project, please provide this information by filling out the Project Reference Form attached as Attachment E.
  - A record of at least five (5) projects, not including MDEQ, of similar size and scope completed by the proposed Project Team within the past five (5) years;
  - For each project identified, identify which member(s) of the proposed Project Team participated and what role they served; and
- **Professional Certifications, Licensures, and Registrations:**
  - Provide copies of the professional licenses/registrations for all entities that comprise the Project Team, as applicable.
  - Provide a list of individuals and their professional license, certification, or registration numbers for the persons identified in the Project Team, as applicable.
- **Certificate of Good Standing:** Provide proof from Mississippi Secretary of State demonstrating that the Bidder is in good standing to do business in Mississippi – not included in the thirty (30) page limit of the bid.
- **Acknowledgement of Amendments:** Bidder shall acknowledge receipt of any amendment to this IFB by signing and returning the amendment with its bid. Such acknowledgement must be received by MDEQ by the deadline specified for receipt of bids– not included in the thirty (30) page limit of the bid.

### 1.2.1 Confidential Information

Any Bidder claiming the bid contains confidential information, is required to also submit one (1) redacted electronic copy of the complete bid including all attachments.

The redacted version of the entire bid – or if the Bidder does not produce a redacted version, the full bid document – will be released at MDEQ's sole discretion, without notice to the Bidder and will be produced as a public record exactly as submitted. If a redacted copy is not submitted, MDEQ shall consider the entire bid to be public record. The redacted copy should identify which section or information has been redacted and the Bidder should provide the specific statutory authority for the exemption. Per Mississippi Code Annotated § 25-61-9(7), the type of service to be provided, the price to be paid and the term of the contract cannot be deemed confidential.

The redacted copy shall be considered public record and immediately released, without notification of the Bidder, pursuant to any request under the Mississippi Public Records Act, Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. Redacted copies shall also be used/released for any reason deemed necessary by MDEQ, including, but not limited to, submission to the PPRB, posting to the Transparency Mississippi website, etc.

**1.2.2 Bid Submission Period**

All bids must be received by MDEQ no later than the time and date specified in Section 1.3 of this IFB for the bid submission deadline. Timely submission of the bid package is the responsibility of the Bidder. Any bid received after the deadline will be considered late and will be rejected and will not be considered for award. The Bidder shall be notified as soon as practicable if their bid was rejected and the reason for such rejection.

It is recommended that bids be submitted electronically in MAGIC. If a bid is mailed to MDEQ, it is suggested it be posted in certified mail with a return receipt requested. A bid received at the place designated in this IFB for receipt of bids after the exact time specified for receipt shall not be considered unless it is the only bid received. If determined by MDEQ that the late receipt was due solely to mishandling by MDEQ after receipt at the specified address, the bid may be considered for award.

**1.2.3 Bid Opening**

Bids shall be opened in the presence of one or more MDEQ officials on the date designated in this IFB. Bids should not be opened publicly. The name of each Bidder and such other information as is deemed appropriate by MDEQ shall be recorded. This information shall be available to the public via the *Mississippi Public Records Act of 1983* as discussed in Section 1.5 of the *OPSCR Rules and Regulations*.

**1.3 Timeline**

<b>April 21, 2026</b>	<b>Invitation for Bids issued</b>
<b>May 5, 2026</b>	<b>Deadline to submit questions/clarification requests by 9:00 a.m. CDT</b>
<b>May 15, 2026</b>	<b>Anticipated issuance of responses to questions/clarification requests</b>
<b>June 3, 2026</b>	<b>Bid submission deadline by 3:00pm CDT</b>
<b>June 4, 2026</b>	<b>Bid opening</b>
<b>June 16, 2026</b>	<b>Notice of Intent to Award</b>
<b>June 19, 2026</b>	<b>Deadline to request Reconsideration of the Intent to Award by 9:00 a.m. CDT</b>
<b>June 24, 2026</b>	<b>Response to the request for Reconsideration of the Intent to Award</b>
<b>August 5, 2026</b>	<b>Notice of Contract Award</b>

***NOTE: Adjustments to the timeline may be made as deemed necessary by MDEQ.***

## **1.4 Questions and Requests for Clarification**

Bidders must carefully review this IFB and all attachments for defects, questionable, or objectionable material. Following review, Bidders may have questions to clarify or interpret this IFB in order to submit the best bid possible. To accommodate the questions and requests for clarifications, Bidders shall submit any such question(s) via email by the deadline specified in Section 1.3 of this IFB. At no time shall any Bidder or its personnel contact, or attempt to contact, any MDEQ staff regarding this IFB except the MDEQ Bid Coordinator, Ms. Aveloka Moore.

All questions and requests for clarification must be submitted by the deadline specified in Section 1.3 of this IFB and made in writing. Questions and requests for clarification submitted after this date will not be considered. Official responses will be provided only for questions submitted and only to clarify information already included in this IFB. Bidders shall provide an email address for MDEQ to direct the consolidated “question and answer” document, which will be issued as an Amendment. The identity of the organization submitting the question(s) or request(s) for clarification will not be revealed.

Should MDEQ issue any amendments, they will be: (1) be posted publicly on the MDEQ website; (2) be posted publicly on the procurement portal; and (3) be distributed to all potential Bidders known to have received a copy of this IFB. Only amendments transmitted in this manner will be considered official and valid by MDEQ.

## **1.5 Acknowledgement of Amendments**

Bidders must acknowledge receipt of any amendment to this IFB by signing and returning the amendment. The acknowledgment must be included in the bid submission. MDEQ recommends that Bidders regularly monitor the MDEQ website for amendments to this IFB. MDEQ responses to questions or clarification requests will be treated as amendments to this IFB and will require acknowledgment.

## **1.6 Expenses Incurred in the Procurement Process**

All parties participating in the procurement process in regard to this IFB shall bear their own costs of participation, pursuant to Section 1.4.4 of the *OPSCR Rules and Regulations*. All costs incurred by the Bidder in preparing and delivering its bid, making presentations, and any subsequent time and travel to meet with MDEQ regarding its bid shall be borne exclusively at the Bidder’s expense.

## **1.7 Cancellation of Solicitation or Rejection of Individual Bids**

At MDEQ’s sole discretion, this IFB may be canceled, all bids may be rejected, or an individual bid may be rejected when MDEQ determines that it is in MDEQ’s best interest to do so.

### **1.7.1 Notice of Cancellation of IFB**

If this IFB is canceled, a Notice of Cancellation shall be prepared. The Notice shall identify the solicitation being canceled and provide any information MDEQ deems appropriate. The Notice of Cancellation shall: (1) be posted publicly on the MDEQ website; (2) be posted publicly on the procurement portal; *and* (3) be distributed to all potential Bidders known to have received a copy of this IFB. A memorandum containing the reasons for the cancellation shall be made part of the Agency Procurement File.

## **1.8 Registration with the Mississippi Secretary of State**

By submitting a bid, the Bidder certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi Law and the Mississippi Secretary of State. Sole proprietors are not required to register with the Mississippi Secretary of State.

## **1.9 Registration with the Mississippi Accountability System for Government Information and Collaboration (MAGIC) and PayMode**

The State of Mississippi utilizes the Mississippi Accountability System for Government Information and Collaboration (MAGIC) system to manage contracts. Additionally, electronic payments are issued through an electronic portal called PayMode. In order to do business with the State of Mississippi, all Bidders must be registered with both systems at [www.dfa.ms.gov/mississippi-suppliersvendors](http://www.dfa.ms.gov/mississippi-suppliersvendors). By submitting a bid, the Bidder certifies that it is registered with both systems or if not already registered, that it will do so within seven (7) business days of being notified by MDEQ that it has been awarded a contract.

## **1.10 Registration with the System for Award Management (SAM)**

The Bidder must have a Unique Entity ID (UEI) with the System for Award Management at [www.sam.gov](http://www.sam.gov) or if not already registered, that it will do so within seven (7) business days of being notified by MDEQ that it has been awarded a contract.

## **1.11 Independent Price Determination**

By submitting a bid, the Bidder certifies that the prices submitted in response to this IFB have been arrived at independently and without any consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

## **1.12 Exclusion or Debarment**

By submitting a bid in response to this IFB the Bidder certifies that it is not currently excluded or debarred from future contract awards by any political subdivision or Agency of any State, Federal, local, or county government. The Bidder further certifies that it is not an agent of any such person or entity.

The Bidder certifies that it has not, in the (5) five-year period preceding its bid, been convicted of or had a civil judgment rendered against it for commission of a fraud or criminal offense in connection with obtaining, attempting to obtain, or performance of a public contract; violation of antitrust laws; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. The Bidder certifies that it is not presently indicted or otherwise criminally or civilly charged with the commission of any of the acts listed herein.

The Bidder certifies that, within the past five (5) years, it has not had a contract with a governmental entity terminated due to the Contractor's failure to perform, default, or any other action or inaction by the Contractor.

### **1.13 Right to Consider Historical Information**

MDEQ reserves the right to consider historical information regarding the Bidder, whether gained from the Bidder's bid, conferences with the Bidder, references, or any other source during the evaluation process. This may include, but is not limited to, information from any state or federal regulatory entity.

### **1.14 Approval**

It is understood that any contract resulting from RFX3160007906 MDEQ-IFB04212026 requires approval by the Public Procurement Review Board (PPRB) and/or the Department of Finance and Administration Office of Personal Service Contract Review (OPSCR). If any contract resulting from RFX3160007906 MDEQ-IFB04212026 is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made.

### **1.15 Property Rights**

Property rights do not inure to any Bidder until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. MDEQ is under no obligation to award a contract and may terminate a legally executed contract at any time.

### **1.16 Contract Rights**

Contract rights do not vest in any party until a contract is legally executed. MDEQ is under no obligation to award a contract following issuance of this IFB.

### **1.17 Minority and Women Businesses**

MDEQ's policy is to promote participation of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in the contracts let by MDEQ. The intent of the following provision is to encourage contractors to involve such businesses in a meaningful role in the provision of services under this IFB.

A. Bidder's and Bidder's subcontractors will abide by the following steps to encourage participation by MBE and WBE:

1. Including MBE and WBE on solicitation lists;
2. Assuring that MBE and WBE are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of MBE and WBE;

4. Establishing delivery schedules, where the requirements of the work permits, which will encourage participation by MBE and WBE;
  5. Using the services and assistance of the Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce or Mississippi Development Authority's Minority Business Small Business Development Division (Mississippi Procurement Technical Assistance Program), as appropriate; OR satisfying the self-certification requirements of this section where appropriate; and
  6. Including these steps in any subcontracts awarded under this Contract.
- B. If applicable, the Bidder shall supply MDEQ with proof of the Bidder's and Bidder's subcontractor's minority status by completing Attachment C and providing the following prior to contract execution:
1. Certification by the Small Business Administration;
  2. Certification by the Mississippi Development Authority's Minority Business Certification Program; or
  3. Self-Certification through Notarized affidavit of the MBE/WBE documenting that said business is:
    - a. Wholly owned or majority controlled by a minority or woman; and
    - b. Has been doing business in Mississippi for a period of at least six (6) months prior to the provision of work under this Contract.

## **SECTION 2 – PROCUREMENT METHODOLOGY**

### **2.1 Restrictions on Communication with MDEQ Staff**

All Bidder communication, questions, and requests for clarification regarding this IFB must be submitted in writing to the MDEQ Bid Coordinator, Ms. Aveloka Moore at [amoore@mdeq.ms.gov](mailto:amoore@mdeq.ms.gov) by the deadline specified in Section 1.3 of this IFB. Unauthorized contact regarding this IFB with other employees of MDEQ may result in the Bidder being disqualified, and the Bidder may also be suspended or disbarred from the State. No negotiations, decisions, or actions shall be initiated by any Bidder as a result of any verbal discussion with any State or MDEQ representative.

MDEQ will not be bound by any verbal or written information that is not contained within this IFB unless formally noticed and issued by the MDEQ Bid Coordinator as an IFB amendment. Bidders are cautioned that any statements made by contact persons that cause a material change to any portion of this IFB document shall not be relied upon unless subsequently ratified by a formal written amendment to this IFB document.

## 2.2 Request for Reconsideration of the Terms of the Solicitation

Any potential Bidder has an opportunity to request that MDEQ reconsider the terms of this IFB. Any such request shall be filed with MDEQ *and* the MDEQ Bid Coordinator within three (3) business days following the date of public notice as defined in Section 5.2 of the *OPSCR Rules and Regulations*. It shall be the sole responsibility of the requesting Bidder to ensure the request is timely *received* by all required parties. Failure to timely request reconsideration in compliance with this Section results in waiver of any claim regarding the terms of this IFB.

The request shall contain the requesting Bidder's name, a single contact person, all contact information for the contact person, the RFX number of this IFB, and the date this IFB was issued. The request shall identify which of these rules and regulations the requesting Bidder believes to have been violated by this IFB, as written. The request may not be based on anything other than this IFB and these rules and regulations. Exhibits shall not be included with the request. Rather, the requesting Bidder shall clearly identify the section(s) of this IFB at issue in its request. The request shall not be supplemented.

### 2.2.1 Agency Decision on Request for Reconsideration

MDEQ shall consider whether this IFB, as written, contains the violation alleged by the requesting potential Bidder and issue a written response to the request. MDEQ's discretion to make subjective decisions in response to a request for reconsideration is limited *only* by the requirement that such discretion be supported by a legitimate business reason and exercised in a manner that is fair to all potential Bidders.

MDEQ's decision shall be issued in a sufficient amount of time for the requesting Bidder to consider MDEQ's response in preparation of its bid, even if this requires the bid submission deadline to be amended. If MDEQ's decision is issued less than fourteen (14) days prior to the bid submission deadline, MDEQ shall make a written determination that the amount of time allotted between the issuance of MDEQ's decision and the bid submission deadline is reasonable under the circumstances and shall state the facts supporting that conclusion. [

To issue MDEQ's decision, both the request for reconsideration *and* MDEQ's decision shall be (1) sent directly to all potential Bidders known to have received a copy of this IFB, including the requesting Bidder; (2) posted, publicly, on the procurement portal; *and* (3) posted, publicly, on the MDEQ website. The request for reconsideration and MDEQ's decision shall also be made part of the Agency Procurement File.

## 2.3 Minor Informalities and Irregularities

MDEQ has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any Bidder. If insufficient information is submitted by a Bidder for MDEQ to properly evaluate the offer, MDEQ has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any Bidder.

## **2.4 Modification or Withdrawal of a Bid**

To the extent it is not contrary to the interest of MDEQ or the fair treatment of other Bidders, any Bidder may withdraw their bid and submit a modified bid at any point prior to the bid submission deadline. Modified bids shall not be opened until the bid opening. Unless this IFB provides otherwise, any Bidder submitting more than one bid will be deemed to have withdrawn the bid submitted earlier in time in favor of the bid submitted later in time.

A Bidder may withdraw a bid at any time by written notice to the MDEQ Bid Coordinator. If any such withdrawal occurs by the successful Bidder(s) after the bid opening and/or issuance of the Notice of the Intent to Award, MDEQ may cancel the solicitation or proceed with award of a contract as if the withdrawn bid had not been submitted.

## **2.5 Disposition of Bids**

All submitted Bids become the property of the State of Mississippi.

## **2.6 Corrections and Clarifications**

MDEQ reserves the right to request clarifications or corrections to bids. Any bid received which does not meet any of the requirements of this IFB, including clarification or correction requests, may be considered non-responsive and eliminated from further consideration.

## **2.7 Bid Evaluation**

In order to determine which Bidder is the lowest responsive and responsible Bidder, MDEQ shall evaluate: (1) whether each Bidder was responsive and provided all required information in the format required by this IFB; (2) whether each Bidder is responsible and objectively meets the minimum qualifications or other criteria listed in this IFB required to determine whether the Bidder has the skills, experience, and/or qualifications to successfully provide the services; and (3) which of the responsive and responsible Bidders submitted the lowest overall price.

### **2.7.1 Nonconforming Terms and Conditions**

A bid that includes terms and conditions that do not conform to the terms and conditions specified within this IFB document is subject to rejection as non-responsive. Further, submission of a bid that is not complete and/or unsigned is subject to rejection as non-responsive. MDEQ staff reserves the right to permit the Bidder to withdraw nonconforming terms and conditions from its bid prior to a determination by MDEQ staff of non-responsiveness based on the submission of nonconforming terms and conditions.

### **2.7.2 Conditioning Bid Upon Other Awards**

Any bid which is conditioned upon receiving award of the particular contract being solicited and another contract shall be deemed non-responsive and not eligible for award.

## **2.8 Right of Negotiation**

Discussions and negotiations regarding price and other matters may be conducted with a Bidder who submits a bid determined to have reasonable likelihood of being selected for award, but a bid may be accepted without such discussions. MDEQ reserves the right to further clarify and/or negotiate with the Bidder evaluated best following completion of the evaluation of bids but prior to contract execution, if deemed necessary by MDEQ. MDEQ also reserves the right to move to the next best Bidder if negotiations do not lead to an executed contract with the best Bidder. MDEQ reserves the right to further clarify and/or negotiate with the Bidder on any matter submitted.

## **2.9 Award**

A Contract will be awarded by written notice to the responsive and responsible Bidder with the lowest price, whose bid meets the requirements and criteria set forth in this IFB. This IFB, its amendments, and the Bidder's bid, shall be incorporated into the successful Bidder's contract.

### **2.9.1 Notice of Intent to Award**

The Notice of Intent to Award for this IFB will be: (1) distributed to all Bidders who responded to this IFB; (2) posted publicly on the Mississippi Contract/Procurement Opportunity Search Portal website; and (3) posted publicly on the MDEQ website.

## **2.10 Request for Reconsideration of the Intent to Award**

A Bidder who responded to this IFB has an opportunity to request that MDEQ reconsider its intent to award the contract to a specific Bidder. Any such request shall be filed with the MDEQ Bid Coordinator and the Director of OPSCR within three (3) business days following issuance of the Notice of Intent to Award and posting of the Procurement File in compliance with Sections 5.6.1, 5.6.1.1, 5.6.1.2 of the *OPSCR Rules and Regulations*. It shall be the sole responsibility of the requesting Bidder to ensure the request is timely received by all required parties. Failure to timely request reconsideration in compliance with this Section results in a waiver of any claim a Bidder may have as to the MDEQ's decision to award the contract.

The request shall contain the requesting Bidder's name, a single contact person, all contact information for the contact person, the RFX number of this IFB, the date this IFB was issued, and the date the Notice of Intent to Award was issued. The request shall identify which of the *OPSCR Rules and Regulations* and/or the terms of this IFB the requesting Bidder believes were violated by MDEQ during the evaluation process, explain the factual basis for the alleged violation(s), and specify how the alleged violation(s) affected the outcome of the procurement. The request shall not be based on anything other than the Agency Procurement File, the *OPSCR Rules and Regulations*, and the terms of this IFB. The request shall not be supplemented.

Exhibits shall not be included with the request. Rather, the requesting vendor shall clearly identify the portion(s) of the Agency Procurement File and/or this IFB at issue in the request. Reference to documents outside of or facts not supported by the Agency Procurement File or this IFB shall not be considered by the Agency when responding to the request.

If the requesting Bidder believes the Agency Procurement File posted on the MDEQ website is incomplete (i.e., does not contain a document or documents required by these rules and regulations), the requesting Bidder shall so state in the request and shall specify what it believes to be missing. Should the requesting Bidder believe the trade secrets and/or confidential commercial and financial information which were redacted from the Agency Procurement File posted on the Agency website contain issues related to its request, the requesting Bidder shall state those concerns in the request – even if speculative – in a manner which is specific enough for MDEQ to provide a response.

### **2.10.1 Agency Decision for Request for Reconsideration**

MDEQ shall consider whether the violation alleged by the requesting Bidder is reflected in the Agency Procurement File and shall issue a written response to the request. MDEQ discretion to make subjective decisions in response to a request for reconsideration is limited *only* by the requirement that such discretion be supported by a legitimate business reason and exercised in a manner that is fair to all Bidders.

MDEQ shall respond to any questions or issues raised related to documents missing from the Agency Procurement File posted pursuant to Section 5.6.1.2 of the *OPSCR Rules and Regulations*. If MDEQ failed to post the complete Agency Procurement File, the three-day time limitation for Bidders to request reconsideration of the intent to award was not triggered and shall not be triggered until the complete Agency Procurement File is posted. *See Appendix D* of the *OPSCR Rules and Regulations*.

MDEQ shall provide the most complete response possible to any questions or issues raised related to the trade secrets and/or confidential commercial or financial information of another Bidder without revealing any trade secrets or confidential commercial or financial information.

MDEQ's decision on the request for reconsideration shall be issued *prior to* submitting the contract and Agency Procurement File to OPSCR for PPRB approval as described in Sections 1.2.1, 1.2.2, and 14.8 of the *OPSCR Rules and Regulations*. To issue the Agency decision, both the request for reconsideration *and* the Agency decision shall be (1) sent directly to all bidders, including the requesting bidder; (2) posted, publicly, on the procurement portal; *and* (3) posted, publicly, on the MDEQ website. MDEQ's decision shall be made part of the Agency Procurement File.

Should MDEQ determine that its intent to award should be reconsidered in accordance with a Bidder's request, MDEQ may take any reasonable steps to preserve its procurement pursuant to Section 1.4.8 of the *OPSCR Rules and Regulations* or may cancel the procurement.

## **2.11 Notice of Contract Award**

Following issuance of the Notice of Intent to Award, successful negotiation of the contract, and approval of the contract by the PPRB and any other required entities, MDEQ will make a Notice of Contract Award available to the public.

### **SECTION 3 – INSURANCE**

The Bidder represents that it will maintain Workers' Compensation insurance in compliance with Mississippi law which shall inure to the benefit of all the Bidder's personnel provided hereunder, and comprehensive general liability with minimum limits of \$1,000,000.00 per occurrence. All general liability will provide coverage to MDEQ as an additional insured. MDEQ reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers shall be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

### **SECTION 4 – MINIMUM QUALIFICATIONS TO BE DEEMED RESPONSIBLE**

Factors to be considered in determining whether the standard of responsibility has been met include whether a Bidder has:

- A. Made available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;

*Provide the information required in Section 1.2 of this IFB.*

- B. A satisfactory record of performance;

*Provide the information required in Section 1.2 of this IFB.*

- C. A satisfactory record of integrity and supplied all necessary information in connection with the inquiry concerning responsibility.

*Provide the information required in Section 1.2 of this IFB. MDEQ may contact project references as necessary to determine a satisfactory record of integrity.*

The burden is on the Bidder to thoroughly demonstrate its responsibility in the above-listed categories. Any bidder to be deemed non-responsible will be rejected.

**ATTACHMENT A**  
**BID COVER SHEET**

Professional Services for Emissions Evaluation Training and Certification Sessions (Smoke School).

\*\*Please complete the information below\*\*

Bidder's Company name: \_\_\_\_\_

Place of performance: \_\_\_\_\_

Company's physical address and principal place of business (if different than above):  
\_\_\_\_\_

Designated company contact: \_\_\_\_\_

Contact's e-mail address: \_\_\_\_\_

Contact's phone number: \_\_\_\_\_

Age of the company: \_\_\_\_\_

Average number of employees over the last three (3) years: \_\_\_\_\_

Registered as a Supplier in MAGIC? \_\_\_\_\_ Yes \_\_\_\_\_ No Supplier Number: \_\_\_\_\_

Registered with PayMode? \_\_\_\_\_ Yes \_\_\_\_\_ No

Registered with SAM? \_\_\_\_\_ Yes \_\_\_\_\_ No Unique Entity ID: \_\_\_\_\_

Registered with the Office of the Mississippi Secretary of State? \_\_\_\_\_ Yes \_\_\_\_\_ No

Is the Bidder in compliance with Mississippi Code Annotated §79-4-15.01 regarding authorization to transact business in Mississippi? \_\_\_\_\_ Yes \_\_\_\_\_ No

FEI/FIN # (if company, corporation, or partnership): \_\_\_\_\_

SS # (if individual): \_\_\_\_\_

Is your company currently for sale, merging, or in any discussions to be acquired by another business entity?  
 \_\_\_\_ Yes \_\_\_\_ No If yes, please explain how this might affect your company's organization or work direction.

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Dose your company anticipate using a Subcontractor on this Project? \_\_\_\_ Yes \_\_\_\_ No  
 If yes and subcontractor(s) are known, please list:

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List all the equipment that your company has available or that is intended to be used to perform the services required in this Invitation for Bids in the charts below.

<b>OWNED EQUIPMENT</b>					
<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>ID#</b>	<b>Capacity</b>	<b>Description</b>

<b>RENTED/LEASED EQUIPMENT</b>					
<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>ID#</b>	<b>Capacity</b>	<b>Description</b>

# ATTACHMENT B

## BID FORM

### Professional Services for Visible Emissions Evaluation Training and Certification Sessions (Smoke School)

The Bidder must submit a completed Bid Form. All pricing must be submitted on the bid form and the bid form must be signed by an individual with authority to execute contracts for the Company. Any modifications or additions to any portion of the bid form may result in rejection.

**Company:** \_\_\_\_\_

**Company Representative:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

The pricing quoted must be inclusive of, but not limited to the following:

- All required equipment and materials
- All required insurance
- All required overhead
- All required profit
- All required transportation
- All required labor
- All required business and professional licenses, permits, fees, etc. (if any)
- Any and all other costs associated with performing the services

The pricing must include ALL associated costs with no additional or hidden fees. The pricing submitted will remain firm for the contract term. Price ranges are not acceptable and will be deemed non-responsive.

- **Amount per training and certification session:** \_\_\_\_\_

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges on behalf of the Company:

1. That he/she has thoroughly read and understands this Invitation for Bids, RFX3160007906 MDEQ-IFB04212026, the attachments hereto, and any amendments;
2. That the company meets all requirements and acknowledges all certifications contained in this Invitation for Bids, RFX3160007906 MDEQ-IFB04212026, the attachments hereto, and any amendments;

3. That the company agrees to all provisions of this Invitation for Bids, RFX3160007906 MDEQ-IFB04212026, the attachments hereto, and any amendments;
4. That the company will perform, without delay, the services required at the prices quoted above in this **Attachment B**;
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date;
6. That the company 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, RFX3160007906 MDEQ-IFB04212026, the attachments hereto, and any amendments;
7. The Bidder certifies that it has the capability to provide the required services on which it submitted a bid;
8. The Bidder certifies that the company is licensed or authorized to provide the proposed services under this Invitation for Bids, RFX3160007906 MDEQ-IFB04212026, the attachments hereto, and any amendments in the State of Mississippi;
9. The 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, RFX3160007906 MDEQ-IFB04212026, the attachments hereto, and any amendments; and
10. The Bidder certifies that all material, equipment, etc., contained in the bid meets all Occupational Safety Hazards Act (OSHA) requirements, and that if any material, equipment, etc., delivered by it is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with OSHA requirements shall be borne solely by the Bidder.

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## ATTACHMENT C

### MBE/WBE SOLICITATION FORM

**1. Provide the following information for all MBE/WBE firms that were solicited for participation in the Bidder's response to this IFB:**

Entity Name	Address	Phone Number and/or e-mail address	Certifying Agency/ Entity/Program	Has the listed MBE/WBE been selected for participation for these requested services? Please indicate by stating either Yes or No below.

**2. Select one the following:**

- The Bidder is a MBE/WBE firm and at least one or more MBE/WBE firms were solicited and selected for the proposed contract, as indicated above. Prior to contract execution, the Bidder shall supply MDEQ with proof of Bidder's and Bidder's subcontractor's MBE/WBE status by providing the documentation required in this IFB.
- The Bidder is a MBE/WBE firm and no other MBE/WBE firms were solicited for the proposed contract. Prior to contract execution, the Bidder shall supply MDEQ with proof of the Bidder's MBE/WBE status by providing the documentation required in this IFB.
- The Bidder is not a MBE/WBE firm. However, at least one or more MBE/WBE firms were solicited and selected, as indicated above, for the proposed contract. Prior to contract execution, the Bidder shall supply MDEQ with proof of the Bidder's subcontractor's MBE/WBE status by providing the documentation required in this IFB.
- The Bidder is not a MBE/WBE firm. However, at least one or more MBE/WBE firms were solicited (but not selected), as indicated above, for the proposed contract.
- The prime firm submitting for the proposed contract is not a MBE/WBE firm and no MBE/WBE firms were solicited for the proposed contract. If so, please explain.

**ATTACHMENT D**  
**BIDDER'S AFFIDAVIT**

**NON-COLLUSION AND CONFLICT OF INTEREST AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_, individually, and in my official capacity as \_\_\_\_\_ of \_\_\_\_\_ (Bidder), being first duly sworn on oath, depose and state the following on behalf of the company:

The Bidder represents as a part of such Bidder's Bid that such Bidder has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this Contract.

By submitting a bid, the Bidder certifies that the prices submitted in response to this IFB have been arrived at independently and without any consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

The Bidder has not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this Contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors, and others in a position of administering governmental funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency;
- b) Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction;
- c) Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in b) and c) above; and
- e) Have not within a three-year period preceding this Bid had one or more public transactions (Federal, State or local) terminated for cause or default.

The Bidder further certifies, to the best of his or her knowledge and belief, that:

- a) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The Bidder hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under any contract or task order resulting from this IFB that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The Bidder further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the State's satisfaction, such conflict of interest (or apparent conflict of interest). The Bidder further certifies that it has no conflict of interest with respect to MDEQ or the Project (as defined in this IFB).

All of the foregoing and attachments (when indicated) is true and correct.

Bidder's Name: \_\_\_\_\_ IFB Title: \_\_\_\_\_

Signature: \_\_\_\_\_ By (Print Name): \_\_\_\_\_

Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me, this the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: [SEAL]

**ATTACHMENT E**  
**PROJECT REFERENCES**

Provide a record of at least five (5) projects, not including MDEQ, of similar size and scope completed by the proposed Project Team within the last five (5) years.

**PROJECT #1**

Company Name: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Identify which member(s) of the proposed Project Team participated and what role they served:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## PROJECT REFERENCES

### PROJECT #2

Company Name: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Identify which member(s) of the proposed Project Team participated and what role they served:

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### PROJECT #3

Company Name: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Identify which member(s) of the proposed Project Team participated and what role they served:

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## PROJECT REFERENCES

### PROJECT #4

Company Name: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Identify which member(s) of the proposed Project Team participated and what role they served:

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### PROJECT #5

Company Name: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Identify which member(s) of the proposed Project Team participated and what role they served:

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## ATTACHMENT F

### STANDARD CONTRACT 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 Mississippi.

2. Approval

It is understood that if this contract requires approval by the Public Procurement Review Board (PPRB) and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review (OPSCR), 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 MDEQ to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of the funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source, MDEQ shall have the right upon ten (10) business days written notice to the Contractor, to terminate this agreement 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 Equal Opportunity in Employment Policy

The 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 the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services.

5. Compliance with Laws

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

6. 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.

7. E-Payment

The 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 "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by MDEQ within forty-five (45) calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, *et seq.*

8. E-Verification

If applicable, the Contractor represents and warrants that it will ensure its compliance with the *Mississippi Employment Protection Act* and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. The Contractor agrees to provide a copy of each verification upon request of MDEQ subject to approval by any agencies of the United States Government. The Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

The breach of this clause may subject the Contractor to the following: (1) termination of this Contract and exclusion pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*; (2) the loss of any license, permit, certification, or other document granted to the Contractor by an Agency, department, or governmental entity for the right to do business in Mississippi; or (3) both. In the event of such termination, the Contractor would also be liable for any additional costs incurred by MDEQ due to Contract cancellation or loss of license or permit to do business in the State.

9. Paymode

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

10. Procurement Regulations

This Contract shall be governed by the applicable provisions of the *Public Procurement Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration's website [www.dfa.ms.gov](http://www.dfa.ms.gov). Any Bidder responding to a solicitation for personal and professional services and any Contractor doing business with a State Agency is deemed to be on notice of all requirements therein.

11. Property Rights

Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. The Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that MDEQ may terminate this contract at any time for its own convenience.

12. Representation Regarding Contingent Fees

By executing the Contract, the Contractor represents that it has not retained any person or Agency on a percentage, commission, or contingent arrangement to secure this Contract. If the Contractor cannot make such representation, a full and complete explanation shall be submitted in writing to MDEQ prior to contract execution.

13. Representation Regarding Gratuities

The Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MDEQ a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. The Contractor further represents that no employee or former employee of MDEQ has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by the Contractor. The Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

14. Required Public Records and Transparency

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall 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 pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on [www.transparency.ms.gov](http://www.transparency.ms.gov) and shall be available at MDEQ for examination, inspection, or reproduction by the public. The Contractor acknowledges and agrees that MDEQ and this Contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated §§ 25-61-1, *et seq.* and its exceptions, Mississippi Code Annotated § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008, codified at Mississippi Code Annotated §§ 27-104-151, *et seq.*

15. Stop Work Order

MDEQ may, by written order to the Contractor at any time, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by MDEQ. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to MDEQ. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless MDEQ has terminated that part of the agreement or terminated the agreement in its entirety. MDEQ is not liable for payment for services which were not rendered due to the stop work order.

16. Termination

*Termination for Convenience.* MDEQ may, when the interests of MDEQ so require, terminate this contract in whole or in part, for the convenience of MDEQ. MDEQ shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. 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 complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

*Termination for Default.* If MDEQ gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, MDEQ may terminate the contract for default and the Contractor will be liable for the additional cost to MDEQ to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

17. 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.

18. Antitrust

By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to MDEQ all rights, titles, and interest it may now have, or hereafter acquire, under the antitrust laws of the United States and the State that relate to the services purchased or acquired by MDEQ under this Contract.

19. Attorney's Fees and Expenses

In the event the Contractor defaults on any obligations under this Contract, the Contractor shall pay to MDEQ all costs and expenses, without limitation, incurred by MDEQ in enforcing this Contract or reasonably related to enforcing this Agreement. This includes but is not limited to investigative fees, court costs, and attorneys' fees. Under no circumstances shall MDEQ be obligated to pay attorneys' fees or legal costs to Contractor.

20. Authority to Contract

The Contractor warrants: (1) that it is a validly organized business with valid authority to enter into this agreement; (2) that it is qualified to do business and in good standing in the State of Mississippi; (3) that entry into and performance under this Contract is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (4) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Contract.

21. Change in Scope of Work

MDEQ may order changes in the services consisting of additions, deletions, or other revisions within the general scope of the Contract. No claims may be made by the Contractor that the scope of the Project or

of Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment to the Contract signed by MDEQ and the Contractor.

If the Contractor believes that any particular work is not within the scope of the Project, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify MDEQ in writing of this belief. If MDEQ believes that the particular work is within the scope of the Contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the services within the Contract.

## 22. Confidentiality

MDEQ is a public Agency of the State of Mississippi and is subject to the *Mississippi Public Records Act of 1983*. Mississippi Code Annotated §§ 25-61-1, *et seq.* If a public records request is made for any information provided to MDEQ by the Contractor, MDEQ shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information – unless Contractor has previously indicated the information is not a trade secret or confidential commercial and financial information. MDEQ shall not be liable to the Contractor for disclosure of information required by court order or required by law.

## 23. Conflict of Interest

The Contractor shall immediately notify MDEQ in writing of any interests (financial, contractual, organizational, or otherwise) relating to the services to be performed under this Contract that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) with respect to the U.S. Department of the Treasury, RESTORE Council, MDEQ, or the Project that would impinge on the Contractor's ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The Contractor further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to MDEQ's satisfaction, such conflict of interest (or apparent conflict of interest). If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Contract per the Termination clause of this Contract.

## 24. Contract Assignment and Subcontracting

The Contractor acknowledges that it was selected by MDEQ to perform the services required hereunder based, in part, upon the Contractor's special skills and expertise. The Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of MDEQ, which may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of the Contractor's obligations hereunder without consent of MDEQ shall be null and void. Approval of a subcontract by MDEQ shall not be deemed to be approval of the incurrence of any additional obligation of MDEQ. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

25. Contractor Personnel

MDEQ shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If MDEQ reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to MDEQ in a timely manner and at no additional cost to MDEQ. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor.

26. Disputes

Before pleading to any judicial system at any level, the Contractor must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to the Contractor. Pending non-resolution of the complaint at this point, successive administrative remedies will include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Mississippi Code Annotated § 49-17-35 (Rev. 2012), with appeals from the Commission's decision following procedures as outlined in Mississippi Code Annotated § 49-17-41 (Rev. 2012).

27. Entire Agreement

This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by MDEQ and the Contractor. The Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against MDEQ on the basis of draftsmanship or preparation hereof.

28. Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, MDEQ, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that MDEQ may have.

29. Failure to Enforce Does Not Constitute Waiver

Failure by MDEQ 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 MDEQ to enforce any provision at any time in accordance with its terms.

30. Final Payment

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this Contract, or as a termination settlement under this Contract, the Contractor shall execute and deliver to MDEQ a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by the Contractor to be set forth therein.

Unless otherwise provided in this contract, by State law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State's claims against the Contractor under this contract.

31. Force Majeure

Each party shall be temporarily excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify MDEQ in writing at its earliest reasonable opportunity of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. All parties shall make reasonable efforts to minimize the impact of the force majeure event on contract performance. MDEQ may exercise any rights it has under the contract which are available when neither party is in default.

32. Headings

The headings in this Contract are for reference only and shall not affect the interpretation of this Contract.

33. HIPAA Compliance

The Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this Contract.

34. Indemnification

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate MDEQ 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 attorneys' fees, arising out of or caused by the negligence or willful misconduct of the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement.

35. Independent Contractor Status

The Contractor shall, at all times, be regarded as, shall be legally considered an independent contractor, and shall at no time act as an agent for MDEQ. Nothing contained herein shall be deemed or construed by MDEQ, the 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 MDEQ and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of MDEQ or the Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of MDEQ and the Contractor.

The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of MDEQ, and MDEQ shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees.

MDEQ shall not withhold from the contract payments to the Contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, MDEQ shall not provide to the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by MDEQ for its employees.

36. Information Designated by Agency as Confidential

Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor, or its subcontractor(s) shall rest with the Contractor. Disclosure of any confidential information by the Contractor or its subcontractor(s) without the express written approval of MDEQ may result in the immediate termination of this Contract.

37. Infringement Indemnification

The Contractor warrants that the materials and deliverables provided to MDEQ under this Contract, and their use by MDEQ, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, the Contractor shall defend the infringement action and/or obtain for MDEQ the right to continue using such items. Should the Contractor fail to obtain for MDEQ the right to use such items, the Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at the Contractor's expense.

In the event the above remedial measures cannot possibly be accomplished, and only in that event, the Contractor may require MDEQ to discontinue using such items, in which case Contractor will refund to the customer the fees previously paid by MDEQ for the items the customer may no longer use and shall compensate MDEQ for the lost value of the infringing part to the phase in which it was used up to and including the Contract price for said phase. Said refund shall be paid within ten (10) working days of notice to MDEQ to discontinue said use.

*Scope of Indemnification:* Provided that MDEQ promptly notifies the Contractor in writing of any alleged infringement claim of which it has knowledge, the Contractor shall indemnify, defend, save and hold harmless MDEQ against any such claims, including but not limited to any expenses, costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

In MDEQ's sole discretion, upon approval of the Office of the Mississippi Attorney General and MDEQ, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and MDEQ. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and MDEQ shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and MDEQ, which shall not be unreasonably withheld.

38. Insurance

The Contractor represents that it will maintain Workers' Compensation insurance in compliance with Mississippi law which shall inure to the benefit of all the Contractor's personnel provided hereunder, and comprehensive general liability with minimum limits of \$1,000,000.00 per occurrence. All general liability insurance will provide coverage to MDEQ as an additional insured. MDEQ reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers shall be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

39. Modification or Renegotiation Required by Change in Law

The parties agree to renegotiate the agreement in good faith if Federal and/or State revisions to any applicable laws or regulations make changes in this agreement necessary. This agreement may be modified only by written agreement signed by the parties hereto and approval by the Public Procurement Review Board, if required.

40. No Limitation of Liability

Nothing in this Contract shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this Contract.

41. Non-solicitation of Employees

Each party to this Contract agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least one year after this Contract terminates unless mutually agreed to in writing by MDEQ and the Contractor. Any such employment or solicitation for employment shall be in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121.

42. Notices

All notices required or permitted to be given under this agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the MDEQ (Contractual related items):	For Contractor:
Ms. Aveleka Moore	[Name, Title]
MDEQ	[Contractor Name]
700 North State Street	[Address]
Jackson, MS 39202	[City, State, Zip]

43. Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by MDEQ, agreed to by the Contractor, and approved by the Public Procurement Review Board, if required.

44. Ownership of Documents and Work Papers

MDEQ shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project, which is the subject of this agreement, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to MDEQ upon termination or completion of the agreement. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from MDEQ and subject to any copyright protections.

45. Priority

The Contract consists of this agreement with exhibits, the Invitation for Bids RFX3140007906 MDEQ-IFB04212026 (hereinafter referred to as "IFB" with its attachments, and attached as Exhibit B), and the Contractor's bid submitted in response, (hereinafter referred to as "Bid" and attached as Exhibit C). Any ambiguities, conflicts, or questions of interpretation of this Contract shall be resolved first by reference to this Contract and, if still unresolved, by reference to Exhibit B and, if still unresolved, by reference to Exhibit C. Omission of any term or obligation from this agreement shall not be deemed an omission from this Contract if such term or obligation is provided for elsewhere in this Contract.

46. Quality Control

The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the Contract. The program shall include providing supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by MDEQ.

47. Record Retention and Access to Records

The Contractor shall maintain such financial records and other records as may be prescribed by MDEQ or by applicable Federal and State laws, rules, and regulations. Provided the Contractor is given reasonable advance written notice, and such inspection is made during normal business hours of the Contractor, MDEQ or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are relevant to this agreement. All records related to this agreement shall be retained by the Contractor for three years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.

48. Recovery of Money

Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to MDEQ, the same amount may be deducted from any sum due to the Contractor under the Contract or under any other contract between the Contractor and MDEQ. The rights of MDEQ are in addition and without prejudice to any other right MDEQ may have to claim the amount of any loss or damage suffered by MDEQ on account of the acts or omissions of the Contractor.

49. Requirements Contract

During the period of the Contract, the Contractor shall provide all services described in the Contract. The Contractor understands and agrees that this is a requirements contract and that MDEQ shall have no obligation to the Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of MDEQ for the period of the Contract. The amount is only an estimate, and the Contractor understands and agrees that MDEQ is under no obligation to the Contractor to utilize any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The Contractor further understands and agrees that MDEQ may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the Contract for the quantity actually used.

50. Right to Audit

The Contractor shall maintain such financial records and other records as may be prescribed by MDEQ or by applicable Federal and State laws and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by MDEQ, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, and/or other entity of the State.

51. Right to Inspect Facility

MDEQ may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by MDEQ.

52. Severability

If any part of this Contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end, the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

53. State Property

The Contractor will be responsible for the proper custody and care of any state-owned property furnished for the Contractor's use in connection with the performance of this Contract. The Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.

54. Third Party Action Notification

The Contractor shall MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this Contract.

55. Unsatisfactory Work

If, at any time during the contract term, the service performed or work done by the Contractor is considered by MDEQ to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, the Contractor shall, on being notified by MDEQ, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, MDEQ shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.

56. Venue

The Venue for the resolution of any dispute, according to Disputes Clause of this Contract, and any subsequent litigation shall be in Jackson, Hinds County, Mississippi.

57. Waiver

MDEQ may waive any provision, in whole or in part, of this Contract not otherwise required by law. Failure by MDEQ, 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 MDEQ to enforce any provision at any time in accordance with its terms.