



**Andy Gipson
Commissioner**

Invitation for Bids

RFx No.: 3160006627

Printing, Labeling and Presort Mailing of Marketing Bulletin

Issue Date: July 08, 2024

Closing Date: July 25, 2024

Closing Location:

Mississippi Department of Agriculture and Commerce
121 North Jefferson Street
Jackson, Mississippi 39201

Mississippi Department of Agriculture and Commerce
Procurement Division
Christopher Statham, Bid Coordinator
121 North Jefferson Street
Jackson, MS 39201
Telephone: 601-359-1100
Chris.S@mdac.ms.gov

NOTICE AND INSTRUCTIONS

RFX No. **3160006627**

1.0 GENERAL

The Mississippi Department Agriculture and Commerce (MDAC) intends to utilize the Sealed Bid Process to award a term bid agency contract for the Printing, Labeling and Presort Mailing of its Marketing Bulletin. The contract period is estimated to be **March 16, 2025 through March 15, 2028.**

2.0 BID SUBMITTAL

2.1 SUBMITTAL DEADLINE

Sealed competitive bids will be received until **Thursday July 25, 2024 at 04:00 PM CST** at the Mississippi Department of Agriculture and Commerce Building Office, Procurement Division, 121 North Jefferson Street, Jackson, Mississippi, 39201 or electronically into the MAGIC Procurement Portal as described herein and shortly thereafter publicly opened.

2.2 RESPONSE TO RFX (BID)

When submitting the bid, the bidder must ensure all questions have been answered within the RFX and all proposed items in the RFX have a response.

2.3 ELECTRONIC BID SUBMITTAL

Sealed Competitive Bids may be submitted electronically through the State of Mississippi's MAGIC system at the following websites:

<https://portal.magic.ms.gov> or https://www.ms.gov/dfa/contract_bid_search/Bid?autoloadGrid=False

Please use the websites above to search for **RFX No. 3160006627**

All attachments must be submitted with bid

2.4 ELECTRONIC COMPETITIVE SEALED BID SUBMITTAL ASSISTANCE

You must have the Bid number listed in the advertisement. If you need assistance, please call the Mississippi Management and Reporting System (MMRS) help desk at 601-359-1343, select Option 2 for MAGIC functionality. Please allow a day or two for assistance with your issue.

Bidders must be registered in MAGIC when submitting an electronic bid proposal.

If the bidder is not registered as a bidder for the State of Mississippi, please go to the following website: <http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/> and click on [Vendor Registration](#) on right side of the webpage and select [Vendor Registration/Self Service](#) and click the link "[State of Mississippi Supplier Self Registration](#)" This website has information to help you register as a vendor for the State of Mississippi. Should you need assistance, please contact the MMRS help

desk at 601-359-1343, 3, select Option 2 or you may send an email to mash@dfa.ms.gov. Please allow a day or two for assistance with your issue.

2.5 SEALED PAPER COMPETITIVE BID SUBMITTAL

If the bidder cannot submit an electronic bid proposal, a sealed paper competitive bid will be received by the MDAC at its offices, The Mississippi Department of Agriculture and Commerce Building, Procurement Division, 121 North Jefferson Street, Jackson, Mississippi, 39201 until **Thursday July 25, 2024 at 04:00 PM CST.**

2.6 SEALED PAPER COMPETITIVE BID SUBMITTAL INSTRUCTIONS

Proposals must be made on forms furnished by the Mississippi Department of Agriculture and Commerce, or they will not be considered. Letters will NOT be considered a part of your proposal and **any alteration of the bid forms in any manner shall be considered non-conforming and bid shall be rejected.**

If you are submitting an ALTERNATE BID, YOU MUST MAKE COPIES OF ORIGINAL FORMS AND SUBMIT AS A SEPARATE BID.

Facsimile transmissions or email submissions will not be accepted for Bid Submittals.

Conditional or qualified bids will not be considered.

3.0 RFX (BID) SPECIFICATIONS

3.1 SPECIFICATIONS

Bidder shall submit *Attachment A and Bid Form.*

The Mississippi Department of Agriculture and Commerce reserves the right to request samples of product for inspection and evaluation at any time in the bid process up until the time of award.

The Mississippi Department of Agriculture and Commerce reserves the right to reject any bid that, in the opinion of the Mississippi Department of Agriculture and Commerce, does not meet the intent of the RFX proposal, or does not appear to have been manufactured with materials or labor workmanship to produce an acceptable standard of quality.

3.2 REQUIRED LITERATURE

Bidders must furnish all information requested in the bid specifications. Further, when required, bidder must submit for bid evaluation, specifications covering the product offered. Reference to literature submitted with a previous bid or on file with MDAC will not satisfy this provision.

4.0 PROTEST PROCEDURE

4.1 PROTEST INFORMATION

It is the intent of the Specifications to obtain a product that will adequately meet the needs of the user while promoting the greatest extent of competition that is practicable. It is the responsibility of the prospective bidder to review the entire Notice and Instructions and proposal packet and to notify MDAC Procurement Division if the Specifications or Instructions are formulated in a manner which would unnecessarily restrict competition. Any protest or question concerning the specifications or bidding procedures must be received in writing by the Mississippi Department of Agriculture and Commerce Procurement Division by **July 31, 2024 at 04:00 PM CST**. The Mississippi Department of Agriculture and Commerce Procurement Division may be reached at telephone number 601-359-1100, or ChrisS@mdac.ms.gov

Protest of the award of this bid shall be done in accordance with Chapter VI of the Procurement Manual of the Office of Purchasing, Travel and Fleet Management of the Mississippi Department of Finance and Administration.

5.0 GENERAL INSTRUCTIONS

5.1 INSTRUCTIONS FOR BIDDERS

Detailed information may be obtained from the PROCUREMENT DIVISION by calling (601) 359-1100.

The MDAC reserves the right to reject any or all bids and to accept all or only certain units of any bid. The MDOC reserves the right to award one or more of the items in the various proposals to one or more companies.

It is understood that all proposals are submitted on the basis of complying with the provisions, terms and specifications set out herein, and in the proposal forms PROVIDED THAT YOU CAN DO SO UNDER THE VARIOUS GOVERNMENT RULINGS AND DIRECTIVES NOW IN EFFECT OR WHICH MAY BE ISSUED DURING THE PERIOD OF CONTRACT. In the event you bid on furnishing any materials which are prohibited from being manufactured by a government ruling or directive and are awarded such materials, you will not be required to make such shipment of said prohibited materials so long as Government directive is in effect. However, any change in specifications or provisions of the quotation should be discussed with MDAC promptly upon your being advised of the Government ruling or directive necessitating a change.

The MDAC reserves the right to waive minor technicalities on bid proposals and specifications when it is in the best interest of the Mississippi Department of Agriculture and Commerce. The MDAC reserves the right to waive minor technicalities when it is in the best interest of the State.

Unless otherwise specified, all formal bids shall be binding for a minimum of sixty (60) days after opening. If a bid is withdrawn after opening, bidder will be removed from the list of eligible bidders for a period of (6) six months.

Failure to respond on three contract advertisements will result in removal from the prospective bidders list.

Bidder **must** be duly qualified to do business and in good standing in the State of Mississippi and remain duly qualified and in good standing throughout the term of the contract and for as long thereafter as any obligations may remain outstanding under the contract.

To register or check your status with the State of Mississippi, visit <https://corp.sos.ms.gov/corp/portal/c/page/login/portal.aspx>

5.2 OFFICE CLOSURE

If the location of the bid opening to the public is closed for any reason, including but not limited to: acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters, (the “Force Majeure Events”), which closure prevents the opening of bids at the advertised date and time, all bids received shall be publicly opened and read aloud on the next business day that the location shall be open to the public and at the previously advertised time. The new date and time of the bid opening, as determined in accordance with this paragraph, shall not be advertised, and all bidders, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be received by the agency until the new date and time of the bid opening as set forth herein. The agency shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to closure as a result of a Force Majeure Event. Each bidder shall be required to ensure the delivery and receipt of its bid by the agency prior to the new date and time of the bid opening.

6.0 AWARD INSTRUCTIONS

6.1 AWARD CRITERIA

Award will be made based on the lowest bid submitted meeting the Mississippi Department of Agriculture and Commerce specifications and bid requirements.

6.2 AWARDED BIDDER INSTRUCTIONS

If award is made by the MDAC, a contract will be forwarded to the successful bidder. Purchase Orders will be issued on as needed basis by MDAC. A Purchase Order will only be issued by MDAC when there is an executed contract between the agency and bidder and an invoice provided. Any action by a bidder prior to the receipt of a Purchase Order will be at the bidder’s “**OWN RISK**” and the Mississippi Department of Corrections will not be held liable for such action.

6.3 AGENCY CONTRACT TERM

The contract is estimated to begin on **March 16, 2025** through **March 15, 2028** for a period of three (3) years with two optional renewals under the same Pricing, Terms and Conditions at the sole discretion of the MDAC.

6.4 CANCELLATION OF AGENCY CONTRACT

Any contract or item award may be canceled with or without cause by the MDAC upon 30 days written notice of intent to cancel. Cause for the MDAC to cancel may include, but is not limited to: cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the contract; or, failure to perform to contract conditions. The bidder will be required to honor all purchase orders prepared and dated prior to the date of expiration or cancellation if received by the bidder within a period of 30 days following the date of expiration or cancellation. Cancellation by the MDAC does not relieve the bidder of any liability arising out of a default or nonperformance. If a contract is canceled by the MDAC due to the request for increase in prices or failure to perform, bidder may be removed from the bidders list for a period of twelve (12) months. Protests of said removal from the bidders list shall be in accordance with Chapter VI of the Procurement Manual of the Office of

7.0 SUBMITTAL INSTRUCTIONS FOR A SEALED PAPER COMPETITIVE BID

The bidder has chosen not to submit the Sealed Competitive Bid electronically into the MAGIC System.

Bids must be submitted in sealed envelope(s).

**** RFX IDENTIFICATION INFORMATION ON THE OUTSIDE OF THE ENVELOPE MUST BE AS SHOWN BELOW.****

STREET DELIVERY:

RFX NO. 3160006627
PROCUREMENT DIVISION
MS DEPT. OF AGRICULTURE AND COMMERCE
121 NORTH JEFFERSON STREET
JACKSON MS 39201

_____ 1. I/We certify that we have read and understand the "**NOTICE AND INSTRUCTIONS**" which is a part of this bid.

COMPANY: _____ NAME: _____
(Print or type)

ADDRESS: _____ SIGNATURE: _____

_____ TITLE: _____

PHONE: _____ DATE: _____

FAX: _____

EMAIL: _____

Sign your bid and return it, as shown above.

The "**NOTICE AND INSTRUCTIONS**" are a part of your bid, sign and return with your bid.

8.0 COMPETITIVE SEALED BID ELECTRONIC SUBMITTAL INSTRUCTIONS

The instructions in Section 8.0 are for the electronic submittal of the bids by the bidder in the MAGIC System.

Please refer to sections **2.3 and 2.4 on page 1** of the bid packet for further information on the electronic submittal of the bid in the MAGIC System.

The **"NOTICE AND INSTRUCTIONS"** is a part of your bid, and by submitting an electronic bid, the bidder acknowledges and certifies that it has read and understands the **"NOTICE AND INSTRUCTIONS"** which is a part of this bid.

MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE

9.0 PROPOSAL

Printing, Labeling and Presort Mailing of its Marketing Bulletin

RFX NO. 3160006627

Mississippi Department of Agriculture and Commerce
Mississippi Department of Agriculture and Commerce Building
121 North Jefferson Street
Jackson, MS. 39201

Pursuant to your advertisement to be received until **Thursday, July 25, 2024 at 04:00 PM CST**

I/We _____ residing at _____ do submit our bid furnishing the following in accordance with any amendment made thereto where applicable, your Specifications and the "NOTICE AND INSTRUCTIONS". This proposal is made without collusion on the part of any person, firm, or corporation.

Our prices quoted in **FIGURES ONLY** for furnishing Printing, Labeling and Presort Mailing of its Marketing Bulletin.

NOTE: IF NO BIDS RECEIVED CAN MEET THE DELIVERY REQUIREMENT, AWARD MAY BE MADE TO THE LOWEST BIDDER MEETING SPECIFICATION. THE MDAC RESERVES THE RIGHT TO CANCEL AND/OR READVERTISE THIS PROCUREMENT.

The Mississippi Department of Agriculture and Commerce reserves the right to request samples of equipment for inspection and evaluation at any time in the bid process up until the time of award.

The Mississippi Department of Agriculture and Commerce reserves the right to reject any bid that, in the opinion of the Mississippi Department of Agriculture and Commerce, does not meet the intent of the RFX proposal, or does not appear to have been manufactured with materials or labor workmanship to produce an acceptable standard of quality.

AGENCY CONTRACT TO PURCHASE : Printing, Labeling and Presort Mailing of its Marketing Bulletin ANTICIPATED THROUGH MARCH 15, 2028

TERM: THE TERM OF THIS CONTRACT SHALL BE FOR A PERIOD OF THREE (3) YEARS. NO PERFORMANCE BOND WILL BE REQUIRED FOR THIS AGENCY CONTRACT.

**10.0 MISSISSIPPI DEPARTMENT OF CORRECTIONS
CONTRACT TERMS AND CONDITIONS**

_____ I/We certify that we have read and understand the "**MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE**" (**ATTACHMENT B**) and if awarded the proposed bid the "**TERMS and CONDITIONS**" will be followed accordingly. I/we understand that the "NOTICE AND INSTRUCTIONS" and any attachments, as well as my/our responses to this solicitation will be fully incorporated by reference in the "TERMS and CONDITIONS" of any contract that may be executed as a result of this solicitation.

ATTACHMENT B does not need to be completed. The bidder shall acknowledge by initialing the blank in the paragraph above that the terms and conditions have read and understood. A contract will be sent to the bidder after the contract is awarded.

Please complete the following:

COMPANY: _____

NAME: _____
(Print or Type)

ADDRESS: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PHONE: _____

FAX: _____

EMAIL: _____

11.0 INVOICING AND PAYMENT

Please complete the section below.

This section pertains to invoicing and payment. The bidder name and address below is what will appear on the invoice submitted by the bidder to MDOC for the Printing, Labeling and Presort Mailing of its Marketing Bulletin, if a contract is awarded to the bidder.

BIDDER
NAME:

ADDRESS:

12.0 CHECKLIST INFORMATION

Failure to submit all items that are checked (X) below may cause your bid to be considered irregular and be rejected:

- (X) “NOTICE AND INSTRUCTIONS” – signed and enclosed (Section 7.0, Sealed Bid Submittal)
- (X) Correct RFX number is used in address – (final portion of Section 7.0,”))
- (X) “PROPOSAL” – completed and enclosed (Section 9.0)
- (X) Acknowledgement of MDAC “CONTRACT TERMS AND CONDITIONS” – (Section 10.0)
- (X) Invoicing and Payment- (Section 11.0)
- (X) “SPECIFICATIONS” – completed and enclosed (Attachment A & Bid Form)
- (X) Detailed literature to prove compliance with “SPECIFICATIONS”

ATTACHMENT A

SPECIFICATIONS FOR PRINTING, TYPESETTING AND PRESORT MAILING OF THE MISSISSIPPI MARKET BULLETIN

PRINTING

1. The total number of copies of the **Mississippi Market Bulletin** to be printed is 10,000 up to 100,000*. The publication will contain from 20 to 36** consecutive pages, depending upon the amount of copy available and specified by MDAC. MDAC uses PC based Adobe InDesign software to generate a four-color process PDF file, which can be downloaded from the MDAC FTP site or uploaded to a vendors/contractors FTP site. The vendor will be responsible for making halftones, stripping and imposition. Pages will be 10.75” x 13.5” and paper to be of good quality 30# newsprint. Print quality must be a minimum of 85 lines per inch. Each bidder should fill in the information on the newsprint you are quoting. Vendors must process PDF formatted page files direct to plate or computer for accurate alignment and best quality. Per Mississippi Code 31-7-15, vendors quoting newsprint made from recovered materials will be given a preference.

Text to be printed with soy based black ink. Front and back cover will be a four-color process, with inside text pages in black ink only.

2. For evaluation purposes, we have listed a Cost “Printing Bid Form” we will use to determine the winner based on the lowest cost according to our current subscription level and pages.
3. The **Mississippi Market Bulletin** will be issued bi-monthly, dated 15 days apart, after the first issued date agreed upon, or on the first and fifteenth day of each month. The paper is to be ready for delivery (as specified in the attached schedule) unless another date and time is verbally agreed upon by both parties. Also, the Mississippi Market Bulletin must be delivered to the place specified by MDAC and stacked neatly and safely in close proximity or such place as specified by MDAC.
4. If a copy is requested to be sent for verification, it shall be sent in time for the copy to be proofread and returned to the contractor/vendor so that the **Mississippi Market Bulletin be printed and mailed at least five (5) business days before the date of issue** (as specified in the attached schedule) unless another date is verbally agreed upon by both parties. Papers shall be securely bundled in weights of 20 to 40 pounds per bundle. The papers should be bundled in such a way that all papers are usable and not damaged by strapping material.
5. All papers must be folded to a quarter fold, straight and with sharp crease. Accuracy in composition is absolutely necessary. All parts of the issue must be folded within the front and back pages. The number of pages in each issue shall be determined by MDAC. Extra copies that have been printed should be delivered to MDAC office in Jackson on date papers have been mailed to subscribers.

6. MDAC reserves the right, upon giving the contractor/vendor notice of ten days, to omit one or more issues of the **Mississippi Market Bulletin** when offerings or listings are not sufficient to justify publication or when funds are not available for printing.
7. The contractor/vendor must safeguard the security of the Market Bulletin mailing list and publications at all times.
8. With the prior permission of MDAC, special inserts or advertising inserts for the State Fair, Dixie National Live stock show, Rodeo, and any other reason may be allowed in the Bulletin. The advertising agency making the insert request will bear the additional costs involved and will be submitted a separate bill for the ad. The contractor shall ensure that MDAC is not charged for these special inserts.

PRESORT MAILING

1. The Mississippi Market Bulletin is a bi-monthly publication which currently has approximately 29,000 to 34,000 subscribers.
2. MDAC will provide an electronic subscription file (ASCII format) with subscriber account information, including names and addresses sorted by zip code. The vendor compares MDAC subscription file with the United States Postal Services' Code Accuracy Support System (CASS) for accuracy. When 96% accuracy rate is reached, Vendor updates the electronic file and MDAC receives a substantial discount in each issue of the Market Bulletin. The updated electronic file is then fed into the contractor's machine to print subscriber information including name and address directly on the newspaper. Contractor's employees will deliver the Market Bulletin newspapers to the post office according to postal requirements.
3. MDAC will furnish the contractor an accounting of the number of pieces by the contractor, along with the properly bagged papers to the designated Post Office for distribution. Delivery to the designated Post Office must occur (as specified in the attached schedule) prior to the date published on the newspaper. In the event that the date published on the newspaper falls on a postal holiday or Sunday, the paper will be mailed 72 hours prior to the publication date printed on the newspaper.
4. Currently, the Jackson Post Office is the only entry point which has an established account. To establish an additional entry point within Mississippi will require a sixty (60) day review process by the postal authorities. Therefore, the awarded contractor will be required to use the Jackson point of entry until a new account has been established.
5. Failure by the contractor to meet MDAC's timetable and the U.S. Postal Regulations will be justification to terminate the contract or to impose penalties if the cause is within the contractor's control. Contractor will absorb additional mailing costs incurred by MDAC, which are the result of contractor's failure to properly sort mail according to postal regulations and obtain the lowest postage allowable.
6. MDAC reserves the right, upon giving the contractor ten days' notice to omit one or more issues of the Mississippi Market Bulletin when offerings or listings are not sufficient to justify publication and sorting or when funds are not available for printing.

**** ALL BIDS MUST BE SIGNED**

NAME OF COMPANY _____

COMPLETE ADDRESS _____

CONTACT PERSON _____

TELEPHONE NUMBER _____

FAX NUMBER _____

E-MAIL _____

SIGNATURE OF BIDDER _____

Are you quoting virgin newsprint or newsprint made from recovered materials?

If you are quoting newsprint made from recovered materials, please supply the percentage of post-consumer waste content in the newsprint _____.

PRINTING BID FORM

Cost per thousand minimum 15,000:		
Pages	First Thousand Cost	Additional Thousand Cost
20		
24		
28		
32		
36		
Cost per thousand minimum 35,000:		
Pages	First Thousand Cost	Additional Thousand Cost
20		
24		
28		
32		
36		

Section 5

MISSISSIPPI MAREKT BULLETIN SCHEDULE

<u>PUBLICATION DATE</u>	<u>PUBLISHER RECEIVE MARKET BULLETIN</u>	<u>MAIL MARKET BULLETIN</u>
MAR. 1, 2024	THURSDAY, FEB. 22, 2024	MONDAY, FEB. 26, 2024
MAR. 15, 2024	THURSDAY, MAR. 7, 2024	MONDAY, MAR. 11, 2024
APR. 1, 2024	THURSDAY, MAR. 21, 2024	TUESDAY, MAR. 26, 2024
APR. 15, 2024	THURSDAY, APR. 4, 2024	TUESDAY, APR. 9, 2024
MAY 1, 2024	THURSDAY, APR. 18, 2024	TUESDAY, APR. 23, 2024
MAY 15, 2024	THURSDAY, MAY 2, 2024	TUESDAY, MAY 7, 2024
JUNE 1, 2024	THURSDAY, MAY 23, 2024	TUESDAY, MAY 28, 2024
JUNE 15, 2024	THURSDAY, JUNE 6, 2024	TUESDAY, JUNE 11, 2024
JULY 1, 2024	THURSDAY, JUNE 20, 2024	TUESDAY, JUNE 25, 2024
JULY 15, 2024	WEDNESDAY, JULY 3, 2024	TUESDAY, JULY 9, 2024
AUG. 1, 2024	THURSDAY, JULY 25, 2024	MONDAY, JULY 29, 2024
AUG. 15, 2024	THURSDAY, AUG. 8, 2024	MONDAY, AUG. 12, 2024
SEPT. 1, 2024	THURSDAY, AUG. 22, 2024	TUESDAY, AUG. 27, 2024
SEPT. 15, 2024	THURSDAY, SEPT. 5, 2024	TUESDAY, SEPT. 10, 2024
OCT. 1, 2024	THURSDAY, SEPT. 19, 2024	TUESDAY, SEPT. 24, 2024
OCT. 15, 2024	THURSDAY, OCT. 3, 2024	TUESDAY, OCT. 8, 2024
NOV. 1, 2024	THURSDAY, OCT. 24, 2024	MONDAY, OCT. 28, 2024
NOV. 15, 2024	WEDNESDAY, NOV. 6, 2024	TUESDAY, NOV. 12, 2024
DEC. 1, 2024	THURSDAY, NOV. 21, 2024	MONDAY, NOV. 25, 2024
DEC. 15, 2024	THURSDAY, DEC. 5, 2024	TUESDAY, DEC. 10, 2024
JAN. 1, 2025	THURSDAY, DEC. 19, 2024	MONDAY, DEC. 23, 2024
JAN. 15, 2025	THURSDAY, JAN. 2, 2025	TUESDAY, JAN. 7, 2025
FEB. 1, 2025	THURSDAY, JAN. 23, 2025	MONDAY, JAN. 27, 2025
FEB. 15, 2025	THURSDAY, FEB. 6, 2025	MONDAY, FEB. 10, 2025
MAR. 1, 2025	THURSDAY, FEB. 20, 2025	MONDAY, FEB. 24, 2025
MAR. 15, 2025	THURSDAY, MAR. 6, 2025	MONDAY, MAR. 10, 2025

ATTACHMENT B
DRAFT CONTRACT
FOR PRINTING, TYPESETTING AND
PRESORT MAILING OF
THE MISSISSIPPI MARKET BULLETIN

THIS AGREEMENT (hereinafter referred to as “Agreement”) is entered into by and between the **Mississippi Department of Agriculture and Commerce**, a governmental agency of the State of Mississippi, (hereinafter referred to as “MDAC” and/or “Customer”), whose physical address is 121 North Jefferson Street, Jackson, MS. 39201 and (**Contractor’s Name TBD**) (hereinafter referred to as “Contractor” or “Vendor”), who is registered to do business in the State of Mississippi, whose address is (**Contractor’s Address TBD**). The MDAC and Contractor may be referred to herein collectively as “parties” or individually as “party”)

1. **CUSTOMER ACCOUNT ESTABLISHMENT:** The MDAC is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address.
2. **DESCRIPTION OF SERVICES:** The MDAC does hereby retain the Contractor to provide, and the Contractor does hereafter agree to provide the MDAC the printing, typesetting and presort mailing of the Mississippi Market Bulletin. The MDAC will pay the Contract fees for the services to be provide as attached in the submitted bid proposal attachments. The parties understand and agree that the Customer is exempt from the payment of taxes.
3. **TERM:** The initial term of this Agreement shall begin on (anticipated start date March 16, 2025 and shall continue for three (3) consecutive years, with two (2) optional one (1) year renewals.
4. **RENEWALS:** The contract may be renewed at the discretion of the agency upon written notice to Contractor at least 30 days prior to each contract anniversary date for a period of two (2) successive one-year periods under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed two (2).
5. **PAYMENTS:**
 - A. **INVOICING AND PAYMENTS:** The charges for the equipment, and/or services covered by this Agreement are specified in the attached Exhibit A. Contractor shall submit an invoice for approval to the MDAC within fifteen (15) days of completion of each month for which work is performed for the project. The invoice shall include: reference to this Contract number, Contractor’s taxpayer identification number and any other details as the MDAC may reasonably request. The Contractor will be paid within forty-five days of the receipt of MDAC
 - B. **E-PAYMENT:** The Contractor agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. The Customer 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 Customer within forty-five (45) days of receipt of the invoice. Mississippi Code Annotated § 31-7-301, *et seq.*

- C. **PAYMODE:** Payments by state agencies using the State's accounting system, Mississippi's Accountability System for Government Information and Collaboration (MAGIC), shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The State, may at its sole discretion, require the Contractor to 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 taxes. All payments shall be in United States currency.
- D. **TAXES.** The Contractor is liable for all taxes. Sections 27-65-1, *et seq.*, and 27-67-1, *et seq.*, of the Mississippi Code exempts the MDOC and other State entities from State sales and use taxes. Likewise the MDOC will not pay excise or personal property taxes.

6. **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.

7. **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.

8. **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.

9. **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 a termination for convenience.

(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.

10. TERMINATION UPON BANKRUPTCY

This contract may be terminated in whole or in part by MDAC 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.

11. AVAILABILITY OF FUNDS

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

12. COMPLIANCE WITH LAWS

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

13. 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>.

14. 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.

15. REPRESENTATION REGARDING GRATUITIES

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

16. 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.

17. STOP WORK ORDER

(1) *Order to Stop Work*: The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:

(a) cancel the stop work order; or,

(b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) *Cancellation or Expiration of the Order*: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

(a) the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,

(b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) *Termination of Stopped Work*: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

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

18. E-VERIFICATION

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

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

19. 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

20. ANTI-ASSIGNMENT/SUBCONTRACTING

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

21. ATTORNEY'S FEES AND EXPENSES

Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.

22. AUTHORITY TO CONTRACT

Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) 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 agreement.

23. INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL

Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be 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.

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the MDAC shall result in the immediate termination of this agreement.

24. FAILURE TO ENFORCE

Failure by the MDAC at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the

validity of the contract or any part thereof or the right of the *MDAC* to enforce any provision at any time in accordance with its terms.

25. FORCE MAJEURE

Each party shall be 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 the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.

26. INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

27. INDEPENDENT CONTRACTOR STATUS

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

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

28. MODIFICATION OR RENEGOTIATION

This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.

29. STATE PROPERTY

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

30. SEVERABILITY

If any part of this agreement 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.

31. INTEGRATED AGREEMENT/MERGER

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 the State and Contractor. 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 the State or Contractor on the basis of draftsmanship or preparation hereof.

32. UNSATISFACTORY WORK

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

33. CONTRACTOR PERSONNEL

The *MDAC* shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the *MDAC* reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the *MDAC* in a timely manner and at no additional cost to the

MDAC. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

34. NO LIMITATION OF LIABILITY

Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.

35. CONFIDENTIALITY

Notwithstanding any provision to the contrary contained herein, it is recognized that *MDAC* is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to *MDAC* pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, *MDAC* shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The *MDAC* shall not be liable to the Contractor for disclosure of information required by court order or required by law.

36. INSURANCE

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

37. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the *MDAC* and agreed to by Contractor.

38. CHANGE IN SCOPE OF WORK

The *MDAC* may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the *MDAC* and Contractor.

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

39. NOTICES

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

For the Agency:

Claude Nash
Editor, MS. Market Bulletin
Mississippi Department of Agriculture Commerce
P.O. Box 1609
Jackson, MS 39201

For the Vendor:

Name
Title
Company Name
Address line 1
Address line 2

This Agreement has been entered into and executed by the Mississippi Department of Agriculture and Commerce and (Vendor) hereto as of the date last executed below.

MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE

**Mississippi Department of
Agriculture and Commerce**

Vendor

Applicable Name

Signature Name

(Signature)

(Signature)

(Date)

(Date)

INVITATION FOR BIDS RfX No.: 3160006627

Dated: (TBD)

(Incorporated by Reference)

INVITATION FOR BIDS RfX No.: 3160006627

(VENDOR's) BID RESPONSE Dated:

(Incorporated by Reference)