

**REQUEST FOR PROPOSAL**

RFx – 3180002091 / 3120002730

TO PROVIDE: FOR THE PROCUREMENT OF ARCHIVAL FILM AND VIDEO DIGITIZATION SERVICES

ISSUE DATE: SEPTEMBER 7, 2023

**CLOSING LOCATON**

Mississippi Public Broadcasting

3825 Ridgewood Road

Jackson, MS 39211

**RFP COORDINATOR**

Alicia Harris, CFO

Telephone: (601) 432-6770

E-Mail: [alicia.harris@mpbonline.org](mailto:alicia.harris@mpbonline.org)

**CLOSING DATE AND TIME**

Proposals must be received by 2:00 p.m. (CST) on October 10, 2023



ARCHIVAL FILM AND VIDEO DIGITIZATION SERVICES

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Jackson, MS 39211

September 7, 2023

**1. General Information**

- 1.1. In accordance with 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 St-Suite 701E, Jackson, Mississippi, 39201 for inspection or downloadable at [www.dfa.ms.gov](http://www.dfa.ms.gov). Mississippi Public Broadcasting (MPB) will receive written sealed proposals for the archival film and video digitization services described in the following specifications. Contractor shall understand that any eventual contract resulting from this Request for Proposals, shall be governed by the above referenced Mississippi Public Procurement Review Board Office of Personal Service Contract Review rules and regulations.
- 1.2. Written sealed proposals must be received no later than 2:00 p.m. (Central Time) on Tuesday, October 10, 2023. Proposals will be opened in Room 1024 At MPB. Any proposal received after the time and date set for receipt of proposals is late. Any withdrawal or modification of a proposal received after the time and date set for opening of proposals at the place designated for opening is late. No late proposal, late modification, or late withdrawal will be considered unless receipt would have been timely but for the action of State Personnel directly serving Mississippi Public Broadcasting. Offerors submitting late proposals, which shall not be considered for award, shall be so notified as practicable.
- 1.3 The Request for Proposal (RFP) coordinator is as listed below and any questions concerning the RFP document, or the RFP process, must be submitted in writing:

Alicia Harris  
Mississippi Public Broadcasting  
3825 Ridgewood Road  
Jackson, MS 39211  
601-432-6770  
[Alicia.harris@mpbonline.org](mailto:Alicia.harris@mpbonline.org)

- 1.5 Mistakes in Proposals. Mistakes in proposals submitted shall be determined and resolved as specified in paragraph 3-202.12 of the Mississippi Office of Personal Services Contract Review Procurement Regulations.
- 1.6 Proposal Modification and Withdrawal. Proposals may be modified or withdrawn by written notice received in the MPB Business Office prior to the time and date set for proposal opening.

## 2. **Purpose/Background/Scope**

### 2.1 Purpose

Mississippi Public Broadcasting seeks to contract with one vendor to digitize historic media on 16mm motion picture film and video formats including: 2" Quad videotapes, 1" Type C videotapes, Beta SP videotapes, DV videotapes, HDCAM videotapes and U-matic videotapes.

### 2.2 Background

- A. Mississippi Public Broadcasting (MPB) is the business name of the Mississippi Authority for Educational Television, an agency of the State of Mississippi. The organization was founded in 1969 and has been in continuous operation since 1970. MPB's offices and studios are located at 3825 Ridgewood Road, Jackson, MS 39211.
- B. MPB is composed of several departments creating and disseminating content over various media. The Television, Radio, Digital, and Education departments are supported by the Technical Services, Business, and Human Resources departments.
- C. MPB programming focuses on the people, resources and attractions that reflect Mississippi's unique culture and diverse heritage. Children's educational television programs constitute a major portion of the daytime and weekend morning schedules. MPB provides a valuable resource to Mississippians in providing time-sensitive information as part of the state's emergency preparedness and response system. Every weekday, MPB News produces 11 newscasts dedicated to Mississippi stories.
- D. In addition to its own productions, MPB provides listeners and viewers content from national media organizations, namely PBS and NPR.
- E. Since 1970, MPB has won more than 400 national, regional, and statewide awards, including Emmy®, Edward R. Murrow and Parents' Choice® Awards.

### 2.3 Scope

- A. The winning vendor will be tasked with digitizing 384 16mm motion picture films (ranging in length between 100' and 800'); 72 2" Quad videotapes, 150 1" Type C videotapes, 130 Beta SP videotapes, 110 DV videotapes, 110 HDCAM videotapes and 82 U-matic videotapes, following [FADGI](#), [IASA](#) and [FIAF](#) technical standards.

- B. As part of the proposal, the vendor will provide a detailed budget and a per item cost for each format and a timeline for digitizing to MPB, detailing the phases of the project.
- C. Once the proposed allocation of the budgeted funds and the project schedule are approved by MPB, the winning vendor will execute these plans, providing all final preservation level and access copy file formats as deliverables.

#### 2.4 Period of Performance

Vendor shall provide required services for a one-year period, beginning approximately December 7, 2023 and ending approximately December 6, 2024. Vendor shall propose a project schedule, to be negotiated with MPB.

### 3. Definitions

- 3.1 RFP - Request for proposal
- 3.2 Offeror - An individual or company that submits or intends to submit a proposal in response to this "Request for Proposal"
- 3.3 MPB – Mississippi Public Broadcasting
- 3.4 Must/Mandatory/Required - A requirement that must be met in order for a proposal to receive consideration
- 3.5 Contract - The written agreement resulting from this "Request for Proposal" executed by MPB and the contractor
- 3.6 Solicitation - The request for proposal or any part thereof
- 3.7 Contractor - An individual or company with which a written agreement is executed

### 4. Terms and Conditions

- 4.1 It is the intent of MPB to procure professional film and video digitization services as described in Section 5 of this document. Contract awards shall be a definite quantity contract as defined by paragraph 3-501.05.1 of the Mississippi Office of Personal Service Contract Procurement Regulations and therefore quantities of MPB Service requirements will be considered definite, with a specific quantity of services guaranteed.
- 4.2 Failure to carefully review and understand the required technical standards will be at offeror's risk. It shall be incumbent upon the offeror to understand the specifications.
- 4.3 If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a contact person, offerors are cautioned that any oral or written representation made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the MPB RFP Coordinator. For determination as to whether any representation made requires that an amendment be issued, contact the RFP Coordinator.

- 4.4 It is the intent of the specifications to obtain a product and/or service 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 offeror to notify Mississippi Public Broadcasting if the specifications, terms, or conditions are formulated in a manner that would unnecessarily restrict competition.
- 4.5 The minimum specifications stated herein are used to set a standard and in no case are used with the intention to discriminate against any prospective offeror.
- 4.6 Only one proposal per offeror. This means that only a single proposal will be accepted from each offeror. Alternate proposals unless specifically requested will not be considered.
- 4.7 Prices proposed shall be firm. Adjustments will only be allowed for additional services being added by MPB or services being discontinued by MPB at the same fixed unit prices as originally offered and accepted. No other price adjustments will be allowed during the term of the contract.
- 4.8 Invoices are to be billed to:

Mississippi Public Broadcasting  
Attn: Accounts Payable  
3825 Ridgewood Road  
Jackson, MS 39211

- 4.9 No proposal shall be altered or amended after the final specified time for opening proposals. Request for proposals and modifications or corrections thereof received after the **final** closing time specified will not be considered.
- 4.10 No proposal amendment will be issued within a period of five (5) working days prior to the time and date set for a proposal opening. Should it become necessary to issue an amendment within the five (5) day period prior to a proposal opening, the proposal opening date will be reset giving offerors sufficient time to answer the amendment.
- 4.11 Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by Mississippi Public Broadcasting by the time and at the place specified for receipt of proposals.
- 4.12 If purchase orders or contracts are canceled because of the awarded offeror's failure to perform or request for an unspecified price increase, that vendor shall be removed from our vendors list for a period of no less than twenty-four (24) months.
- 4.13 The offeror understands that Mississippi Public Broadcasting 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 offeror 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.

- 4.14 It is expressly understood and agreed that the obligation of MPB to proceed under any eventual agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the state, the state shall have the right upon ten (10) days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to the state of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- 4.15 Mississippi Public Broadcasting reserves the right to reject any and all proposals in whole or in part. MPB also reserves the right to cancel the solicitation in whole or in part when it is determined that such action is in the best interest of MPB. Also, the right is reserved to waiver minor informalities which do not affect the price, quantity, quality, delivery, or contractual conditions of the services being procured. If the offeror fails to state the time within which proposals must be accepted, it is understood and agreed that Mississippi Public Broadcasting shall have **sixty (60) days** from the proposal opening day to accept and issue an intent to award.
- 4.16 It is the intent of MPB to procure only the products and services that meet the minimum standards stated herein. Alternates will be considered only if deviations to those standards are fully substantiated and submitted by potentially responsive sources denoting their equality to standards proposed, along with adequate documentation, including specifications, design details along with proposal for evaluation and approval.
- 4.17 All products and services proposed must equal or exceed specifications listed. The absence of detail specifications or the omission of detail description shall be recognized as meaning only the best commercial practices are to prevail and that only first quality services, materials and workmanship are to be used. All equipment proposed, if applicable, shall be new and of current production, latest design, and construction.
- 4.18 Proposal openings will not be conducted open to the public. They will serve only to open the proposals. No discussion will be entered into with any vendor as to the quality or provisions of the specifications, and no award will be made either stated or implied at the proposal opening.
- 4.19 The successful offeror will ensure that any written material prepared by the offeror in response to any eventual agreement shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved by the designated MPB Project Officer, and shall be submitted in a draft form for advance review and comment by the project officer. The cost of correcting grammatical errors or other revisions required to bring written materials into compliance with the solicitation requirements shall be borne by the successful offeror. This requirement applies to written material (reports, letters, and memos) produced by the successful offeror after an award has been made and an agreement has been executed.

- 4.20 The successful offeror will, upon termination of agreement, on the date agreed upon by both parties, disconnect, disassemble, crate, insure and ship all owned equipment, covered by any eventual agreement, to a destination designated by the owner at no cost or expense to Mississippi Public Broadcasting.
- 4.21 Mississippi Public Broadcasting accepts no responsibility for any expenses incurred by the offeror in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the offeror.
- 4.22 The offeror should mark any and all pages of the proposal considered to be proprietary information. Any pages not marked accordingly will be subject to review by the general public after award of the contract. Request to review the proprietary information will be handled in accordance with applicable legal procedures. Section 25-61-9 and 79-23-1 of the Mississippi Code shall be used in determining proper procedures for this paragraph.
- 4.23 The offeror agrees that submission of a signed proposal form is certification that the offeror will accept an award made to it as a result of the submission.
- 4.24 Before submitting a proposal, each offeror shall make all investigations and examinations necessary to ascertain requirements affecting the full performance of the contract and to verify any representations made by MPB upon which the offeror will rely. If the offeror receives an award as a result of its submission, failure to have made such investigations and examinations will in no way relieve the offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contract for additional compensation.
- 4.25 MPB may conduct discussions with offerors after proposals are classified. Those offerors that submit proposals that are classified as acceptable or potentially acceptable may be scheduled for discussion or MPB may choose to accept proposals without discussions. Discussions will be held to promote understanding of MPB requirements and the offeror's proposal, facilitate arriving at a contract that will be most advantageous to MPB taking into consideration established evaluation factors; and to determine in greater detail Offeror's qualifications.
- 4.26 Mississippi Public Broadcasting shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project services covered by the agreement resulting from this RFP, except for the Offeror's internal administrative and quality assurance files and internal project correspondence. The Offeror shall deliver such documents and work papers to MPB upon termination or completion of agreement. The foregoing notwithstanding, the Offeror shall be entitled to retain a set of such work papers for its files. Offeror shall be entitled to use such work papers only after receiving written permission from MPB and subject to any copyright protections.
- 4.27 Offerors taking exception to any part or section of the solicitation (RFP) shall indicate such exceptions in their proposal. Failure to indicate any exception will be interpreted as the Offeror's intent to fully comply with the requirements as written. Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.

4.28 Contractor/Seller 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. 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 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, or (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 both. (3) In the event of such termination/cancellation, 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.

4.29 The contract shall be governed by and construed in accordance with 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. The contractor shall comply with applicable federal, state, and local laws and regulations.

#### 4.30 Stop Work Order

A. Order to Stop Work: The MPB Executive Director, 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 the contractor unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, 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 MPB Executive Director shall either:

- i. cancel the stop work order; or,
- ii. terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.

B. Cancellation or Expiration of the Order: If a stop work order is issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the contractor shall have the right to resume



work. An appropriate adjustment shall be made in the delivery schedule or contractor price, or both, and the contract shall be modified in writing accordingly, if:

- i. the stop work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and,
    - ii. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the MPB Executive Director decides the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
  - C. Termination of Stopped Work: If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
  - D. Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.
- 4.31 Offerors shall be registered with the Mississippi Secretary of State's Office as a Business Provider in good standing to provide services in the State of Mississippi.
- 4.32 The eventual contract awarded as a result of this RFP must be approved by the Mississippi Public Broadcasting Board of Directors.
- 4.33 Offerors must be registered as a vendor with Mississippi's Accountability System for Government Information and Collaboration (MAGIC) prior to submission of a proposal. Offerors may email the MAGIC Help Desk at [mash@dfa.ms.gov](mailto:mash@dfa.ms.gov) or call (601) 359-1343 for assistance with registering in MAGIC or submitting a proposal through the MAGIC system. MPB requires that Offerors submit a proposal online through MAGIC or submit paper copies as required in section 6 directly to MPB.
- 4.34 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 Ann. 27-104-151 et. seq. Unless exempted from disclosure due to a court- issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information, or any other information which is required confidential by state for federal law or outside the applicable freedom of information statutes, will be redacted.
- 4.35 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.

- 4.36 An offeror, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. Mail or electronic submission. The written request must be received by the MPB Executive Director within three (3) business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within three (3) business days of receipt of the request. If an offeror prefers to have legal representation present, the offeror must notify the MPB Executive Director in writing and identify its attorney by name, address, and telephone number. MPB will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General can be present. For additional information regarding debriefing, as well as the information that may be provided and excluded, please see section 7-114 through section 7-114.07 of the Mississippi Personal Service Contract Review Board Rules and Regulations.
- 4.37 It is expressly understood and agreed that the obligation of Mississippi Public Broadcasting to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MPB, MPB shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to MPB of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- 4.38 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>.

## **5. Service Requirements**

- 5.1 Prepare a written proposal detailing a plan for the digitization workflow and timely delivery of the digitized files as described below:
- A. The proposed contractor agrees to produce digitized files (to the technical specifications listed) of historic MPB archival film and videos.
  - B. The proposal will include a detailed, line-item budget.
  - C. The proposal will provide a full description of company including history, size, clients, experience, organizational chart, qualifications and how many years you have been in the archival film and video digitization or transfer business.

- D. Describe your experience applying film and video preservation principles, standards, and best practices within specific digitization projects and workflows.
- E. Describe quality control methodology and procedures you have employed for video and film preservation-oriented projects.

5.2 During the period of the contract, the contractor will abide by the conditions described below:

- A. MPB will review the work of the digitization vendor. MPB will respond in a timely way and not withhold approvals unreasonably.
- B. The contractor will agree to monthly communication with MPB's designated representative working on this project.
- C. Any changes to the approved digitization schedule or allocation of budget, may only be made if expressly approved in advance, in writing, by MPB.
- D. Upon termination or completion of the contract, the contractor will deliver to MPB all original archival media and the digitized files.

5.3 The contractor's work will provide the following technical specifications for many formats. Once the contract is awarded, discussions can be had about technical specifications required for other formats. However, all will be following the current specifications recommended in the field of archival digitization of media.

A. **Film Digitization Specifications**

- i. Preservation Master: Uncompressed 10-bit Quicktime, 4:2:2 YUV, 1920x1080, 4:3, 23.98 fps, 48 kHz 24-bit PCM audio stream
- ii. Access Copy: MPEG-4, AVC, 1920x1080, same as source, 23.98 fps, AAC 44.1 kHz 192kb/s stereo audio stream

B. **Video Digitization Specifications**

- i. Preservation Master: Uncompressed 10-bit Quicktime, 4:2:2 YUV, 720x486, 4:3, 29.97 fps, 48 kHz, 24-bit PCM audio stream
- ii. Access Copy: MPEG-4, AVC, 720x486, 4:3, 29.97 fps, AAC 44.1 kHz, 192 kb/s stereo audio stream

C. **File naming convention**

- i. Output file name prefix: The vendor will use the MPB original number listed in the spreadsheet and on its item as the file name as in "MPB\_2346" as the root file name which will be common to all derivatives.

D. **Delivery media**

- i. Files to be delivered via hard drives supplied by vendor.

5.4 The contractor additionally agrees to the following:

- A. Contractor shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the United States Government and any political subdivisions thereof, the State of Mississippi, or any County, Municipality, Board, Department, Commission, or political subdivision thereof, by reason of and directly connected with the performance of said contract or any part thereof as provided by any Federal Code, Mississippi Code or any applicable statute or other authority for the full duration of this contract.

5.5. Offerors shall sign and return, with proposal, the Certifications and Assurances form provided as Exhibit A.

**6. Proposal Format**

6.1 All proposals should be divided into three sections: (1) Technical; (2) Price; (3) Management.

- A. Technical proposals should include detailed descriptions of the following:
  - i. Ability to demonstrate a clear understanding and grasp of the project objectives listed in Section 5.
  - ii. The plan includes a detailed line-item budget and detailed information on all equipment to be used.
- B. Price proposals should:
  - i. Cost per item for each format listed in Section 2.3, as well as all costs associated to complete the project.
- C. Management proposals should include detailed descriptions of the following:
  - i. Media digitization specialists' experience demonstrating their capacity to succeed with this project.
  - ii. Digitization vendor's experience in working on similar projects with a public television station.
  - iii. Detailed proposed schedule, which should allow sufficient time to complete each phase of the digitization workflows with each media format.
  - iv. Vendor's plan to use equipment adequate to complete the project following archival standards and specifications.

- 6.2 Offeror shall submit proposal copies in individual folders or report covers. **For both the Technical and Price sections, the vendor shall ensure that their company name, logo or other identifying information and markings are only included on the cover page of the proposal and no other pages to help facilitate blind evaluation of proposals as required by State of Mississippi Office of Personal Service Contract Review Rules and Regulations. Failure to comply with this requirement may result in rejection of proposal.**
- 6.3 If submitting written proposals, offerors must submit one (1) signed copy of the proposal in a **sealed** envelope with offeror's name and address on outside of envelope. Offeror must also write the time (2:00 p.m.), date of the proposal opening (October 10, 2023), proposal file number (RFx 3180002091 / 3120002730), and proposal title (***MPB Archival Media Digitization Project***) on the outside lower left corner of the envelope.
- 6.4 Offeror must submit summary pricing on the proposal pricing form provided in the proposal package as Exhibit B. Pricing shall be submitted as part of the proposal. Pricing submitted shall be fixed and firm for the entire one-year contract period.
- 6.5 The following response format will be used for **all** submitted proposals:
- A. Offeror must provide a title page showing RFx number, offeror's name and address, offeror's telephone number, offeror's principal place of business, and if different, the place of performance of the proposed contract, and the name of offeror's primary contact person.
  - B. A cover letter of introduction signed by the person or persons authorized to sign on behalf of, and bind the offeror to, statements made in the proposal.
  - C. Table of contents including page numbers.
  - D. A detailed plan describing how the services will be provided. Offeror should discuss any needed company expansion that would be required to handle the services.
  - E. Offeror must describe successful experience in archival media digitization projects, particularly in the technical specifications required. Offeror shall include documentation of archival media digitization services, indicating a likelihood of success in fulfilling the requirements of this project. (See Section 6.1 for details.)
  - F. Offeror will provide at least three (3) references for contracts to provide services of similar size and scope to those specified in this RFP, which are within the most recent five (5) year period. References shall include the name referenced organization, telephone number and name of a person most familiar with the offeror's performance under the cited contract and the date service was last provided.
  - G. Offeror shall provide a brief resume, citing abilities, qualifications, and experience, of all personnel who would be assigned to provide the required services. Offeror should describe planned duties and responsibilities of each person.

- H. Offeror shall also include a resume of experience of key members of the offeror's company and project team, to include information about any previous worked performed on similar archival media digitization projects.
- I. Offeror must indicate any exceptions to the terms and conditions, and any other requirements in the RFP. Offeror shall understand, however, that such exception may cause their proposal not to be considered in whole or in part for award.
- J. Offeror should provide any additional information determined to be beneficial in the evaluation of offeror's response.
- K. Offeror should use the pricing form (Exhibit B) provided to show total proposed cost to provide services. Pricing provided in the proposal is subject to negotiation if offeror's proposal is determined to be acceptable. Revised pricing may be submitted, by the offeror in their final proposal if a final proposal is required by MPB.

## **7. Evaluation Procedures**

- 7.1 Proposals will be evaluated and classified into one of three categories for the purpose of holding discussions, if required, with offerors. Those categories are acceptable, potentially acceptable, and unacceptable. This evaluation will be based on minimum mandatory criteria that all proposals must meet in order to receive further consideration (See Section 10). Contractors who submit proposals determined to be unacceptable will be notified, in writing, promptly and the notice will include the reason(s) for the proposal being declared unacceptable.
- 7.2 After proposals are categorized those offerors that have submitted proposals that are reasonably susceptible of being selected for award may be scheduled for discussions for the purpose of promoting understanding of MPB requirements and offeror's proposal, facilitate arriving at a contract that will be most advantageous to MPB taking into consideration established evaluation factors; and to determine in greater detail Offeror's qualifications. MPB may choose to accept proposals without further discussion. Offerors shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after initial submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.
- 7.3 Proposals determined to be acceptable shall be evaluated against weighted criteria to determine if the proposals meet the needs of MPB. The evaluation will be conducted, minimally, by a committee of three (3) MPB employees. Each committee member will use the designated rating form to rate each offeror and then a cumulative total of overall ratings will be taken to determine a final score and the vendor with the overall highest rating will be awarded the contract. See Rating Form Exhibit C.
- 7.4 All proposals will be evaluated with 40% allocated to the price category. 35% is based on the total cost proposed. budget given. Price points will be based off an objective formula. The other 5% of evaluations of pricing will thus be based on interviews, either in person or virtual. Interviews will only be given to those offerors deemed both responsible and responsive will be interviewed.

## **8. Minimum Mandatory Criteria**

- 8.1 All proposals must meet the following minimum criteria in order to receive further consideration:
- A. Proposal must be submitted in writing or electronically via MAGIC.
  - B. Proposal must be submitted in the designated format.
  - C. Proposal must be divided into three sections as required.
  - D. One copy of the proposal must be submitted (if submitted in writing).
  - E. The proposal must be signed by the person(s) authorized to sign on behalf of and bind offeror.
  - F. The proposal must be received at the designated location by 2:00 p.m. central time on the specified closing date.
  - G. The proposal is submitted in a properly sealed envelope which contains the required proposal information on the outside of envelope.
  - H. The proposal contains required reference information to include contact and telephone number.
  - I. The proposal plan is detailed and addresses all required services.

## **9. Evaluation Criteria**

The following criteria shall be used to evaluate all responsive Offerors. These criteria are the only criteria that will be used to make a determination of points utilized in contract award.

- 9.1 Ability to demonstrate a clear understanding and grasp of the project objectives. 5 Points (Important)
- 9.2 The plan includes a detailed line-item budget and detailed information on all equipment to be used. 15 Points (Very Important)
- 9.3 Price to provide required services. 35 Points (Very Important)
- 9.4 Offerors deemed both responsible and responsive will be interviewed by the Evaluation Committee, either in person or virtually. 5 points (Important)
- 9.5 The proposed timeline allows sufficient time to complete the project. 5 Points (Important)
- 9.6 The proposed management plan to use equipment adequate to complete the project following archival standards and specifications. 5 Points (Important)
- 9.7 The media digitization specialists' and staff have relevant past experience demonstrating their capacity to succeed with this project. 30 Points (Very Important)

## **10. Award Criteria**

- 10.1 Award will be made based on the total evaluation criteria points awarded to each offeror. The offeror who receives the highest total number of points from all evaluators shall be awarded the contract.

## **11. Contract Agreement**

- 11.1 The successful offeror(s) shall enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit D. In no event is a vendor to submit its own standard terms and conditions in response to this solicitation. The vendor may submit exceptions to terms and conditions, listed in Exhibit D, and MPB will review requested exceptions and accept or reject the same at its sole discretion and as approved by the Mississippi Personal Service Contract Review Board.
- 11.2 The total contract shall consist of this Request for Proposal to include amendments, the response proposal submitted by the successful vendor(s), and the MPB standard contract, a sample of which is shown in Exhibit D. No other documents shall be a part of the formal contract.

## **12. Negotiation Delay**

- 12.1 If a written contract agreement cannot be negotiated within fifteen (15) days of notification of the successful offeror, MPB may at its sole discretion at any time thereafter, terminate negotiations with that offeror and either negotiate a contract with the next qualified offeror or choose to terminate the RFP process and not enter into a contract with any of the offerors.

## **13. Protest Deadline**

- 13.1 Any protest by a responsive offeror must be timely and in accordance with instructions set forth in this request for proposal. The protest period for responsive offerors shall begin on the day following the issuance of the notice of intent to award contract and will end at 5:00 P.M. of the seventh day following issuance of intent to award. Protests must be written and must include the name and address of the protestor and the RFP number. It must also include a statement of grounds for protest including appropriate exhibits, and it must specify the ruling requested from MPB. The protest must be delivered to the RFP Coordinator. Protests received after the deadline will not be accepted.

## **14. Schedule**

- 14.1 The following is a schedule of the RFP process for this invitation:
- A. Ad appears in the newspaper- September 7, 2023
  - B. Deadline for final questions – September 28, 2023
  - B. Proposals due – October 10, 2023
  - C. Contract projected start date – December 7, 2023 (Subject to Change)



Mississippi Public Broadcasting reserves the right to amend and/or change the above schedule of events, as it deems necessary.



Alicia Harris  
Chief Financial Officer

**CERTIFICATIONS AND ASSURANCES**

I/We make the following certifications and assurances as a required element of the offer to which it is attached, understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s): **YOU MUST CIRCLE THE CORRECT WORDS IN ALL LINES.**

- 01. Representation Regarding Contingent Fees. The contractor represents that it **has/has not (Circle One)** retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, or contingent fee, except as disclosed in the contractor's proposal.
- 02. Representation Regarding Gratuities. The bidder, offeror, or contractor represents that it **has/has not (Circle One)** 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.
- 03. Certification of Independent Price Determination. The offeror certifies that the prices submitted in response to the solicitation **have/have not (Circle One)** been arrived at independently and without - for the purpose of restricting competition - any consultation, communication, or agreement with any other offeror or competitor relating to those prices, the intention to submit an offer, or the methods or factors used to calculate the prices offered.
- 04. Prospective Contractor's Representation Regarding Contingent Fees. The prospective contractor represents as a part of such contractor's offer that such contractor **has/has not (Circle One)** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
- 05. Certification of Non-Debarment. By submitting a offer, the offeror certifies that it **is/is not (Circle One)** currently debarred from submitting offers for contracts issued by an political subdivision or agency of Mississippi and that it is not an agent of a person or entity that is currently debarred form submitting offers for contracts issued by any political subdivision or agency of the State of Mississippi.
- 06. Acknowledgement of Amendments. The offeror **has/has not (Circle One)** acknowledged receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by Mississippi Public Broadcasting by the time and at the place specified for receipt of bids.

Signature of Offeror: \_\_\_\_\_

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

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

**NOTE: IT IS MANDATORY THAT THIS PAGE BE SIGNED AND RETURNED WITH PROPOSAL**

ARCHIVAL FILM AND VIDEO DIGITIZATION SERVICES PROPOSAL PRICING FORM

RFP: 3180002091 / 3120002730

16mm Motion Picture Films (Qty: 384): \$ \_\_\_\_\_ per film; total cost - 384 films: \$ \_\_\_\_\_

2" Quad Videotapes (Qty: 72): \$ \_\_\_\_\_ per videotape; total cost - 72 videotapes: \$ \_\_\_\_\_

1" Type C Videotapes (Qty: 150): \$ \_\_\_\_\_ per videotape; total cost - 150 videotapes: \$ \_\_\_\_\_

Beta SP Videotapes (Qty: 130): \$ \_\_\_\_\_ per videotape; total cost - 130 videotapes: \$ \_\_\_\_\_

DV Videotapes (Qty: 110): \$ \_\_\_\_\_ per videotape; total cost - 110 videotapes: \$ \_\_\_\_\_

HDCAM Videotapes (Qty: 110): \$ \_\_\_\_\_ per videotape; total cost - 110 videotapes: \$ \_\_\_\_\_

U-matic Videotapes (Qty: 82): \$ \_\_\_\_\_ per videotape; total cost - 82 videotapes: \$ \_\_\_\_\_

TOTAL DIGITIZATION SERVICES COSTS: \$ \_\_\_\_\_

**ACKNOWLEDGEMENT OF AMENDMENTS:** Offerors shall acknowledge the receipts of amendments by placing an "X" by each amendment number received:

Amendment No. 1 \_\_\_\_\_

Amendment No. 2 \_\_\_\_\_

Amendment No. 3 \_\_\_\_\_

Amendment No. 4 \_\_\_\_\_

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Name of Company \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Authorized Binding Signature \_\_\_\_\_

Title \_\_\_\_\_ Email Address \_\_\_\_\_

Date \_\_\_\_\_

We submit the above prices and agree to initiate services within \_\_\_\_\_ calendar days from receipt of notice to proceed. Unless notified to the contrary, this offer is good for a minimum of 60 days from the date of the initial proposal opening. In submitting the above, it is expressly agreed that, upon proper acceptance of any and all services by Mississippi Public Broadcasting, a contract shall hereby be created only after a written executed contract agreement is mailed or otherwise furnished to the successful offeror within the time of acceptance specified above without further action by either party. The contract shall not be assignable by the offeror in whole or part without the written consent of Mississippi Public Broadcasting.

**ARCHIVAL FILM AND VIDEO DIGITIZATION SERVICES EVALUATION FORM**

**RFP: 3180002091 / 3120002730**

**VENDOR NUMBER: \_\_\_\_\_**

Step 1: The proposal meets the minimum evaluation criteria and is approved for further consideration.

Yes: \_\_\_\_\_ No: \_\_\_\_\_ Rating: \_\_\_\_\_

Comments: \_\_\_\_\_

Step 2: Rate the criteria below using the scale of 0 to 35.

Criteria	Maximum Score	Actual Score	Comments
Ability to demonstrate a clear understanding and grasp of the project objectives.	5		
The plan includes a detailed line-item budget and detailed information on all equipment to be used.	15		
Price to provide required services.	35		
Offerors deemed both responsible and responsive will be interviewed by the Evaluation Committee, either in person or virtually.	5		
The proposed timeline allows sufficient time to complete the project.	5		
The proposed management plan to use equipment adequate to complete the project following archival standards and specifications.	5		
The media digitization specialists' and staff have relevant past experience demonstrating their capacity to succeed with this project.	30		

**Max: 100**

**Total Score**

**Points**

**Score:**

Evaluator's Signature: \_\_\_\_\_

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

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



**MISSISSIPPI AUTHORITY FOR EDUCATIONAL TELEVISION  
INDEPENDENT CONTRACTOR AGREEMENT**

1. **Parties.** This contract is made in the County of Hinds, State of Mississippi by and between the MISSISSIPPI AUTHORITY FOR EDUCATIONAL TELEVISION, d/b/a/ Mississippi Public Broadcasting, Jackson, Mississippi, an agency of the State of Mississippi, (hereinafter referred to as MAET) whose mailing address is 3825 Ridgewood Road; Jackson, MS 39211, and **[INSERT NAME OF IC]** (hereinafter referred to as INDEPENDENT CONTRACTOR).

2. **Specified Services.** MAET hereby contracts with INDEPENDENT CONTRACTOR to perform the following Specified Services, to wit:

**INSERT SCOPE OF SERVICES**

**Best Efforts.** INDEPENDENT CONTRACTOR shall devote his or her full time, attention, and energy to the performance of his services hereunder. INDEPENDENT CONTRACTOR shall perform the same conscientiously and to the full limit of his or her ability at all times. INDEPENDENT CONTRACTOR shall promptly and faithfully comply with all the instructions, directions, requests, rules and regulations of MAET in connection therewith.

**Services Exclusivity.** The INDEPENDENT CONTRACTOR shall render the services specified hereunder solely and exclusively for MAET throughout the term hereof.

**Use of Name and Likeness**

i. As applicable, MAET shall have the right during the term hereof to use INDEPENDENT CONTRACTOR'S name, voice and likeness for advertising and promoting the program under which he has rendered services to MAET;

ii. The right to use the same in connection with the program after the termination of this Contract shall survive in perpetuity any term outlined in this Contract; and

iii. The use hereinabove referred shall not, without INDEPENDENT CONTRACTOR'S written consent, include the use of his or her name, voice, or likeness for

\_\_\_\_\_Initials

general commercial purposes, such as the advertising or promotion of a product or service, outside of those created by MAET, by way of endorsement or otherwise.

**Promotional Use of the Program.** During the production of the program, INDEPENDENT CONTRACTOR may be in a position to further promote his or her association with the program through the use of social media or other means. Any use of still photography, edited segments, “behind-the-scenes” information, or other media for promotion on personal social media accounts, websites, or by word of mouth is hereby granted a limited non-exclusive license to do so, provided that no aforementioned material may be used in a defamatory manner or in any way which infringes upon the rights of MAET or any person.

INDEPENDENT CONTRACTOR hereby agrees to perform the Specified Services herein described in Section 2 above in a good, timely, workmanlike and artistic manner in accordance with trade standards; agrees to refrain from the use of alcohol and/or the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance while either engaged in the performance of the Specified Services herein described or on the site where such services are to be performed; warrants that he/she is able to and will perform such Specified Services in a manner acceptable to MAET; and agrees to make all additions, deletions and/or changes that may be required by MAET, as a condition precedent to the acceptance of such Specified Services by MAET.

3. **Period of Performance.** INDEPENDENT CONTRACTOR shall undertake and complete performance of the Specified Services referred to in Section 2 hereof, within the period of **INSERT PERIOD OF PERFORMANCE**.

4. **Consideration and Method of Payment.** As full consideration for the Specified Services, the sufficiency of which is hereby acknowledged, to be performed under this Contract as herein described in Section 2, and for all rights, properties, and privileges vested in MAET by the terms of this Contract, including the release on MAET, its assigns, agents, licensees, affiliates, clients and principals, representatives and successors from any liability for any releases granted by the terms of this Contract in perpetuity, MAET agrees to pay INDEPENDENT CONTRACTOR an amount not to exceed **[INSERT PAYMENT AMOUNT]**.

The method of payment shall follow state purchasing procedures and the submission of an invoice. For any request for funds to be processed, MAET must receive an invoice reflecting actual work performed, dates, times, and locations of performance as required in the Specified Services outlined in this Contract. MAET shall process the invoice in its normal course and procedure of business and, if the invoice is found to be in order, shall cause payment thereon to be made within a reasonable time to the INDEPENDENT CONTRACTOR

5. **Paymode.** Payments by state agencies using the State’s accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of INDEPENDENT CONTRACTOR’s choice. The State may, at its sole discretion, require INDEPENDENT CONTRACTOR to electronically submit invoices and supporting documentation at any time during the term of this Agreement. INDEPENDENT

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

INDEPENDENT CONTRACTOR agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MAET agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated 37-7-301, *et seq.*, which general provides for payment of undisputed amounts by MAET within forty-five (45) days of receipt of invoice.

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

7. **Federal and State Income Taxes.** INDEPENDENT CONTRACTOR assumes all responsibility for reporting any earnings to Federal and State authorities where required by law and paying such taxes as may be required thereon. MAET shall not withhold from the contract payments to the INDEPENDENT CONTRACTOR any federal or State unemployment taxes, federal or State income taxes, Social Security tax, or any other amounts for benefits to the Independent Contractor. Further, MAET shall not provide to the Independent Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees.

8. **Availability of Funds.** It is expressly understood and agreed that the obligation of MAET to proceed under this Contract is conditioned upon the availability of sufficient funds through the appropriation of funds by the Mississippi State Legislature or the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of this Contract are, at any time, not forthcoming or are, in the sole opinion of MAET, insufficient to meet the obligations of this Contract, MAET shall have the right upon five (5) working day's written notice to the INDEPENDENT CONTRACTOR, to terminate this Contract without damage, penalty, cost or expenses to MAET of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

9. **Representation Regarding Contingent Fees.** INDEPENDENT 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.

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10. **Representation Regarding Gratuities.** INDEPENDENT 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*.

11. **Authority to Contract.** INDEPENDENT CONTRACTOR warrants (i) that he/she/it is a validly organized business or that it is an individual over the age of 18 years with full power and valid authority to enter into this Contract; (ii) that it/he/she is qualified to do business and in good standing in the State of Mississippi; (iii) 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 (iv) notwithstanding any other provision of this Contract 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.

12. **Ownership of Documents, Work Papers, Products, Deliverables.**

A. INDEPENDENT CONTRACTOR agrees that all b-roll, film, scripts and/or work products created, devised, or produced under, or in the performance of, this Contract shall be and are the exclusive property of MAET, in perpetuity. Independent Contractor further agrees that all material and completed documents which he may write, prepare or submit under this Contract shall be the sole property of MAET and all work completed shall be considered as a work made for hire. Should INDEPENDENT CONTRACTOR's contribution under this Contract be determined to not be a work made for hire, INDEPENDENT CONTRACTOR hereby assigns, transfers and conveys, for no additional consideration, all rights to MAET exclusively, worldwide and in perpetuity.

B. INDEPENDENT CONTRACTOR hereby gives to MAET in perpetuity, its assigns, agents, licensees, affiliates, clients, and principals, and successors, the absolute and irrevocable right and permission to copyright, trademark or otherwise register any work product, and use, exhibit, display, print, publish, broadcast, televise, reproduce, sell and distribute, for any lawful purpose, in whole or in part, through any media, including but not limited to broadcast or cablecast film, videotape, or any other similar mechanical or electronic method such as multi-streaming via the Internet or other on-line technology services that exist today or which may be created in the future, any and all photographs, photographic negatives, motion picture films and/or video tapes, video discs, audio tapes, audio discs, prints of every kind and nature, and illustrations, pictures, designs, paintings, and drawings of every kind and nature, containing INDEPENDENT CONTRACTOR's likeness and/or voice and wherein INDEPENDENT CONTRACTOR appeared and/or participated as an actor, model, performer, writer, videographer, editor or otherwise in connection with this Contract. This absolute right and permission is given to MAET by INDEPENDENT CONTRACTOR without inspection or further consent or approval by INDEPENDENT CONTRACTOR of the finished product or of the use to which it may be applied.

C. **Warranty of Original Material.** Independent Contractor represents and warrants that he shall be the sole author of said materials created under this Contract, that he at present shall be the sole owner of all right, title and interest in and to said material created on behalf of MAET;

that created material to this Contract shall not be copied in whole or in part from any other work; that Independent Contractor has the unconditional right and authority to submit and/or convey said material to MAET upon the terms and conditions set forth herein; and that Independent Contractor has not adapted the material from any other source and created material does not infringe upon any common law or statutory rights of copyright that may be held by a third party.

D. The warranties, covenants and indemnities set forth herein under this Section, shall survive any term or termination of this Contract and continue in perpetuity unless terminated by the mutual consent of the parties, reflected in writing.

13. **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. INDEPENDENT CONTRACTOR shall comply with applicable federal, state, and local laws and 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>.

INDEPENDENT CONTRACTOR understands that Mississippi and MAET is an Equal Employment Opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based upon 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 INDEPENDENT CONTRACTOR agrees during the term of this that the INDEPENDENT CONTRACTOR will strictly adhere to this policy in its employment practices and provision of services. The INDEPENDENT CONTRACTOR shall comply with, and all activities under this Contract shall be subject to, all applicable federal, State of Mississippi and local laws and regulations, as now existing and as may be amended or modified.

14. **Release of Liability.** INDEPENDENT CONTRACTOR hereby expressly releases MAET, its assigns, agents, licensees, affiliates, clients and principals, representatives and successors from any liability resulting from any and all privacy, defamation or other claims, demands, injuries, damages and losses of whatsoever nature and character alleged to be caused by or arising out of, directly or indirectly, the matters, acts, circumstances and participation covered by this Contract.

15. **Transparency.** This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. *See* Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by

Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

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

**16. 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.

**17. 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 procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

(3) *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

(4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

(5) *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

(6) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**18. Termination upon Bankruptcy.**

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

**19. Stop Work Order.**

(1) *Order to Stop Work:* The 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 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 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.

20. **Anti-Assignment/Subcontracting.** Subject to Section 2 of this Contract, INDEPENDENT CONTRACTOR acknowledges that he/she/it was selected by MAET to perform the Specified Services based, in part, upon INDEPENDENT CONTRACTOR'S special skills and expertise. INDEPENDENT CONTRACTOR shall not assign, subcontract or otherwise transfer this Contract in whole or in part without the prior written consent of MAET, which MAET 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 MAET of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of MAET in addition to the total fixed price agreed upon in the agreement. Subcontractors shall be subject to the terms and conditions of this Contract and to any conditions of approval that MAET may deem necessary. Subject to the foregoing, this Contract shall be binding upon the respective successors and assigns of the parties.

21. **Failure to Enforce.** Failure by MAET at any time to enforce the provisions of this 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 MAET to enforce any provision at any time in accordance with its terms.

\_\_\_\_\_Initials

22. **Warranty of Legal Status.** Independent Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act *Section 71-11-1, et seq of the Mississippi Code Annotated (Supp. 2008)* and will register and participate in the status verification system for all NEWLY HIRED independent contract workers. The term “Employee” as used here 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. Independent Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Independent Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Independent Contractor understands and agrees that any breach of these warranties may subject Independent Contractor to the following: (a) termination of this Contract 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; or (b) the loss of any license, permit, certification, or any other document granted to Independent Contractor by an Agency, department of governmental entity for the right to do business in Mississippi for up to one (1) year; or (c) both. In the event of such termination/cancellation, Independent Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

23. **Integrated Agreement.** This Contract, including all incorporated documents, represents the entire and integrated agreement between MAET and the INDEPENDENT CONTRACTOR and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Contract may be altered, amended, or modified only by a written document executed by MAET and the INDEPENDENT CONTRACTOR under the laws of the State of Mississippi. The INDEPENDENT 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 Contract shall not be construed or interpreted in favor of or against MAET or the INDEPENDENT CONTRACTOR on the basis of draftsmanship or preparation thereof.

24. **Headings.** The headings used concerning the clauses and subclauses of this Agreement are inserted only for reference. Such headings shall not be deemed to govern, limit, modify or affect the scope, meaning or intent of the provisions of this Contract or any part of it; nor shall such captions otherwise be given any legal effect.

25. **Approval Clause.** It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

26. **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Contract.

THIS AGREEMENT is hereby acknowledged, and the terms of this Contract are accepted as evidenced by the signatures of authorized persons as set forth below:

Independent Contractor:

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Print Name	Signature	Date
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For Mississippi Authority for Educational Television:

Royal Aills, Executive Director

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Print Name	Signature	Date
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