

Title 12: Department of Finance and Administration

Part 13: Bureau of Building and Grounds

Part 13 Chapter 1: Bureau of Building

Rule 1.1 Purpose and Organization. The Bureau of Building, Grounds and Real Property Management is a division of the Mississippi Department of Finance and Administration [DFA]. The Bureau of Building [BOB] serves as the state building authority for all construction projects under its purview and has the power to acquire, hold and dispose of real and personal property for the State of Mississippi.

Source: MISS. CODE ANN. § 31-11-3

Rule 1.2 Related Laws and Regulations.

- A. The authorities and responsibilities of the BOB are primarily, but not exclusively, found in Title 31, Chapter 11 of the Mississippi Code and include, but are not limited to: Erecting, repairing, demolishing, and regulation of state buildings; purchasing and conveying lands; performing functions necessary for state-owned buildings to be compliant with the *Americans with Disabilities Act of 1990*, the *Higher Education Facilities Act of 1963*, and the floodplain management criteria set forth in the *National Flood Insurance Program*.
- B. Additionally, the BOB and Using Agencies [UA] self-administering public construction shall comply with other statutory and regulatory authorities where applicable including, but not limited to: antiquities laws [construction affecting potential landmarks], the *Americans with Disabilities Act of 1990*, *Occupational Safety and Health Administration* laws and regulations, fire codes and regulations, building codes and regulations, energy codes and regulations, zoning regulations, health codes and regulations, flood zone/wetlands regulations, asbestos codes and regulations, and other environmental codes or regulations.

Source: MISS. CODE ANN. § 29-13-1; §§ 31-11-3, 31-11-25, 31-11-31, 31-11-33; § 39-7-22; § 43-6-1; § 45-11-1; § 49-17-1

Rule 1.3 Public Documents. Public access to documents may be obtained in accordance with the Mississippi Public Records Act of 1983.

Source: MISS. CODE ANN. § 25-61-1, et seq.

Rule 1.4 Definitions.

- A. Addendum: Supplementary information to bidding documents issued during the time of bidding that is included with the proposal and becomes part of the contract.

- B. Alternate: An increase or decrease to the base bid for addition or deletion of project scope.
- C. Architect: A person who engages in the practice of architecture as set forth in MISS. CODE ANN. § 73-1-3.
- D. Award: Formal acceptance of a bid or proposal.
- E. Bid: A competitive offer or proposal submitted to the Owner to perform a construction project.
- F. Bid Security: A form of monetary guarantee, typically in the form of a bid bond or certified check, required by the Owner from a bidder to safeguard against withdrawal of the bid and to ensure the contract will be fulfilled and executed if awarded.
- G. BOB: Bureau of Building, Grounds and Real Property Management
- H. Change Order [CO]: Documentation of any amendment to the sum, time, scope or terms of a construction contract.
- I. Certificate of Responsibility [COR]: A numbered certificate issued to a Contractor by the Mississippi State Board of Contractors pursuant to MISS. CODE ANN. § 31-3-1.
- J. Completion Date: A calendar date established by the contract as the deadline for completion of the work.
- K. Construction: The process of building, altering improving, renovating or demolishing a public structure, public building, or other public real property pursuant to MISS. CODE ANN. § 31-7-1. Construction does *not* include routine operation, routine repair or regularly scheduled maintenance of existing public structures, public buildings or other public real property.
- L. Consultant: A sub-professional retained by the Professional to perform a designated portion of the Professional services under the contract.
- M. Contractor: Any person contracting or undertaking as prime Contractor, sub-contractor or sub-sub-contractor of any tier to do erection, building, construction, demolition, repair, maintenance or any related work on any public or private project as set forth in MISS. CODE ANN. § 31-7-1.
- N. Emergency: Those instances set forth in MISS. CODE ANN. § 31-7-1(f).
- O. Engineer: A person who engages in the practice of engineering as defined in MISS. CODE ANN. § 73-13-3.
- P. Job Order Contract [JOC]: A task order for construction executed by an agency pursuant to a term contract for indefinite-delivery/indefinite-quantity established by DFA based upon a nationally published and recognized cost index pursuant to MISS. CODE ANN. § 31-7-13(n).
- Q. Invitation for Bid [IFB]: Pursuant to MISS. CODE ANN. § 31-7-403, an IFB is the preferred method of procurement and includes all documents utilized for soliciting bids, whether attached or incorporated by reference. Award is made to the lowest responsive and responsible bidder.

- R. Liquidated Damages: A predetermined assessment of damages due to delayed completion of a project or parts thereof.
- S. Notice to Proceed: Start date for a Contractor to begin construction on a project as established by the Owner following execution of the contract.
- T. Owner: The entity responsible for initiating, contracting and overseeing a project from start to finish.
- U. Project Manual: A comprehensive written document assembled and prepared for a construction project that contains bid documents, the agreement, bonds, certificates, and general conditions of the contract, including specifications and addenda.
- V. Professional: Architect or Engineer
- W. Professional Services Bulletin: Online procurement portal maintained by a governmental entity or by an organization.
- X. Public Works: Facilities and improvements financed by the government for the public good as set forth in MISS. CODE ANN. § 31-7-1, et seq.
- Y. Real Property: All land, structures, and firmly attached and integrated equipment.
- Z. Request for Proposal [RFP]: All documents utilized for soliciting proposals from potential vendors, whether attached or incorporated by reference. Awards are made to the offeror receiving the highest score based on weighted evaluation criteria outlined in the RFP and may include discussions with offerors.
- AA. Request for Prequalification of Contractors [RFPC]: All documents, whether attached or incorporated by reference, utilized for soliciting qualifications from potential construction Contractors. Awards are to be made to the offeror receiving the highest score based on weighted evaluation criteria outlined in the RFPC and may include discussions with offerors.
- BB. Request for Qualification [RFQ]: All documents, whether attached or incorporated by reference, utilized for soliciting qualifications from potential vendors. Awards are made to the offeror receiving the highest score based on weighted evaluation criteria outlined in the RFQ and may include discussions with offerors.
- CC. Responsive: Meets the requirements set forth in the solicitation.
- DD. Responsible: Meets the minimum qualifications in the solicitation.
- EE. Schedule of Values: A document that breaks down the total project costs into individual work items along with their corresponding costs or values.
- FF. Solicitation: A competitive request for proposals either through invitation and/or public notification.
- GG. Substantial Completion: The date certified by the Professional when construction is sufficiently complete, in accordance with the contract documents, so the Owner may occupy or otherwise utilize the work or designated portion thereof for the use for which it is intended.
- HH. Using Agency [UA]: Agency, Institution or Department of the State of Mississippi

- II. Warranty: A written agreement guaranteeing the integrity of a facility or product for a period and the Contractor's or manufacturer's responsibility for repair or replacement of defective parts or workmanship.

Source: MISS. CODE ANN. § 31-11-3

Rule 1.5 Public Procurement Review Board.

- A. The Public Procurement Review Board [PPRB] consists of three [3] individuals appointed by the Governor, two [2] individuals appointed by the Lieutenant Governor, and the Executive Director of DFA serving as an *ex officio* and non-voting member. The members of the PPRB elect a chair from amongst the membership and annually select a vice chair, who shall serve in the absence of the chair. Three [3] members shall be deemed a quorum, and no business shall be transacted without the presence of a quorum of the Board. Unless noticed otherwise, meetings are held monthly, and meeting minutes are available on DFA's website.
- B. The PPRB is responsible for adopting regulations pursuant to the authority found in MISS. CODE ANN. § 27-104-7, including regulations governing approval of contracts let for the construction and maintenance of state buildings and other state facilities as well as related contracts for architectural and engineering services. The PPRB is responsible for adopting regulations governing any lease or rental agreement by any state agency or department, including any state agency financed entirely by federal funds, for space outside the buildings under the jurisdiction of the DFA.
- C. No member of the PPRB shall use his or her official authority or influence to coerce, by threat of discharge from employment, or otherwise, the purchase of commodities, the contracting for personal or Professional services, or the contracting for public construction.
- D. Unless otherwise delegated or exempted, all contracts for construction and maintenance of state buildings must be approved by the PPRB, including, but not limited to, construction contracts, furniture and equipment contracts, leases [for land and office space] for institutions, agencies and departments, grants, land acquisitions, legal actions and specialties. Such approval must be obtained prior to contract execution.

Source: MISS. CODE ANN. § 27-104-7

Rule 1.6 Exemptions from PPRB Approval.

- A. Unless otherwise provided, the following Professional architectural or engineering service contracts are exempt from PPRB approval: contracts fully paid for by self-generated funds of any of the institutions of higher learning, contracts that are permitted to be self-administered at a state institution of higher learning, contracts fully funded from local funds or other nonstate sources or as directed by the Legislature at community colleges, contracts that are permitted to be self-administered at a community college, contracts of the State Military Department that are fully or partially funded from federal funds or other nonstate sources, or any project of the State Department of Transportation.

Source: MISS. CODE ANN. § 31-11-3(7)

Rule 1.7 Delegated Approvals.

- A. The PPRB delegated approval of all Professional service contracts below \$500,000 to the BOB Director.
- B. The PPRB delegated approval of construction contracts as follows:
 - 1. A contract under \$75,000 requires agency head approval.
 - 2. A contract of \$75,000 or more but less than \$3,000,000 requires BOB Director approval.
 - 3. A contract between \$3,000,000 and \$5,000,000 requires approval by the DFA Deputy Director having BOB oversight authority.
 - 4. All construction contracts of \$5,000,000 or above require approval by PPRB.
- C. The PPRB delegated approval of all change orders [CO] to the BOB Director except for the following instances:
 - 1. COs of \$2,000,000 and above;
 - 2. COs causing the amount of the contract to exceed 25% of the original contract amount;
 - 3. COs causing the amount of the contract to exceed an additional 25% increment of the original contract amount; or
 - 4. COs causing the amount of the contract to reach or exceed \$5,000,000.
- D. The PPRB delegated approval of sole source items included in contracts where required for integration into existing access control and fire alarm systems to the BOB Director.

Source: MISS. CODE ANN. § 27-104-7; § 31-11-3

Part 13 Chapter 2: Architectural and Engineering Services

Rule 2.1 UAs may use the following types of contracts when procuring Professional services:

- A. Percentage of Construction Cost: The UA pays the Professional an amount limited to a percentage of the approved and projected budget.
- B. Stipulated Sum
 - 1. The UA sets the total fee amount in the Professional solicitation.
 - 2. For use when the scope of work is clearly identified or broken down into costs per specific tasks and/or milestones if partial/progress payments are anticipated.
 - 3. Initial term plus any renewals may not exceed five [5] years.
 - 4. The UA may include stipulated amounts for additional related work to be performed on an hourly basis.
- C. Hourly
 - 1. The UA sets the pay rate and identifies that rate in the solicitation; or
 - 2. The UA negotiates a rate with the most qualified Professional selected in competitive procurement. If a fair and reasonable rate cannot be negotiated with the Professional, the UA may negotiate with the next most qualified.

3. Initial term plus any renewals may not exceed five [5] years.

D. Term

1. The UA may appoint a single Professional to all projects the UA might undertake during a specific term.
2. Pool appointments: The UA may also appoint a pool of several Professionals to all projects the UA might undertake during a specific term, and assign each project as needed.
3. Initial term plus any renewals may not exceed five [5] years.
4. The UA may pay the Professional on a stipulated sum, percentage or hourly basis.

Source: MISS. CODE ANN. § 27-104-7(2)

Rule 2.2 Solicitation Requirements.

A. UAs must select Professional services in the following manner:

1. Where the amount of the anticipated construction contract will be less than five million dollars [\$5,000,000.00], the UA shall issue an RFQ by soliciting letters of interest from at least three [3] eligible Professionals. The letter of solicitation must include the scope of work, the criteria by which selection will be made, and any other information the agency wishes to consider. If the UA is unable to obtain three [3] responsible and responsive letters of interest, the BOB Director may make a written determination that the UA has made reasonable efforts but has been unable to obtain three [3] responses, and that one [1] of the Professionals who did submit a letter of interest is qualified to act as the Professional on the project.
2. Where the amount of the anticipated construction contract will be five million dollars [\$5,000,000.00] or above, or where fees are anticipated to exceed five hundred thousand dollars [\$500,000.00], the UA must publicly announce an RFQ in one [1] or more of the following ways:
 - a. On its website; or
 - b. On the Mississippi Procurement Portal [www.ms.gov/dfa/contract_bid_search]; or
 - c. By distributing a general information sheet to the current list of Professionals on file with the BOB.
3. The RFQ must describe the minimum requirements for a Professional to be considered, the criteria and scoring for selection such that responding Professionals can understand the relative importance of each, the project scope and all other requirements to be considered.
4. The RFQ must also:
 - a. State whether a short-list of responders or the best and final responder will be chosen and the criteria for same.
 - b. Require identification of key Consultants/sub-contractors.

- c. Identify the form of contract to be used, including those terms and conditions which are not subject to negotiation.
 - d. Identify the fee or how fees will be negotiated with the selected Professional.
- 5. Exceptions to the solicitation requirements:
 - a. The process described herein need not be followed when the project is initiated to address emergency repairs or where the project is a continuation of a directly related previous appointment.

Source: MISS. CODE ANN. § 31-11-3; § 27-104-7

Rule 2.3 Communications Fairness. If the UA provides pre-selection conferences, allows responders to ask questions or otherwise communicates with responders, it must share all responses, information and opportunities to communicate equally with each responder.

Source: MISS. CODE ANN. § 27-104-7

Rule 2.4 Selection Process. The UA shall appoint a committee of three [3] or more to evaluate and identify the short-list or the best and final proposal. The evaluation must be based on qualifications. To be considered, the letter of interest must be both responsive and responsible.

- A. A responsive letter of interest meets the submission requirements stated in the RFQ and a responsible letter of interest is one in which the interested Professional meets the minimum qualifications stated in the RFQ.
- B. If a short-list is used, it should contain at least three [3] Professionals unless fewer than three [3] responsive and responsible letters of interest are received in response to the RFQ.
 - 1. An RFQ for architectural services may not request price or fee information. *Board of Architecture Rule 3.2.10*
 - 2. An RFQ for Engineering Services may only request price or fee information under certain circumstances. *Board of Licensure for Professional Engineers, Rule 17.5(6)*

Source: MISS. CODE ANN. § 27-104-7

Rule 2.5 Licensure. UAs are required to employ architects and engineers licensed to provide Professional services in Mississippi.

Source: MISS. CODE ANN. §§ 73-1-1, 73-13-1, 73-13-45; §§ 31-7-47, 31-5-17

Rule 2.6 Contract Pre-Approval. The DFA shall review and approve all Professional service contracts for compliance with purchasing regulations and ensure that contracts are procured through a qualifications-based selection process except where such appointment is for an emergency or continuation of a previous appointment for a directly related project.

- A. DFA shall also review for:

1. Use of the BOB Standard Pre-Approval Form;
2. Terms and conditions that are reasonable and in the best interest of the state including terms describing additional or extra services to be rendered, insurance requirements and Ownership of documents; and
3. Unless exempt from pre-approval by the BOB, any contracts for Professional services of \$500,000.00 or more must be additionally approved by the PPRB.

Source: MISS. CODE ANN. § 31-11-3(7)

Rule 2.7 Form of Contract. The UA must use the BOB contract form unless prior approval has been granted allowing the UA to use a form with substantially equivalent terms and conditions to the BOB form.

Source: MISS. CODE ANN. § 31-11-3

Rule 2.8 Exemptions.

- A. Pre-approval is not required for:
 1. Any Professional contract fully paid for by self-generated funds of any of the state institutions of higher learning; or
 2. Any architectural or engineering contract that is self-administered at a state institution of higher learning as provided under MISS. CODE ANN. § 27-104-7(2)(b) or MISS. CODE ANN. § 37-101-15(m); or
 3. Community college projects that are fully funded from local funds or other nonstate sources; or
 4. Any architectural or engineering contract that is self-administered at a community college as provided pursuant to MISS. CODE ANN. § 31-11-3(7)(d); or
 5. Any construction or design projects of the State Military Department that are fully or partially funded from federal funds or other nonstate sources; or
 6. Any project of the State Department of Transportation.
- B. The BOB does not permit use of Professionals retained by the agency on construction procurements administered by the BOB. If the agency requests the BOB to take over its project in such cases, the Professional services shall be re-procured unless the agency procured the services according to internal BOB guidelines.

Source: MISS. CODE ANN. § 31-11-3(7)

Rule 2.9 Sustainability. Contracts for architectural and engineering services shall require compliance with the sustainability policy adopted by the BOB. Sustainable design seeks to reduce negative impacts on the environment and optimize use of non-renewable resources. To optimize site potential, conserve water, minimize energy consumption, and promote the use of local and

environmentally preferable products, the following is required for state-funded buildings throughout the state:

A. Site Development:

1. Development of inappropriate sites shall be avoided where possible.
2. Repair and renovations of existing facilities and/or expansion/redevelopment of currently developed sites shall be given preference to development of undeveloped sites.
3. Development of sites shall be executed with the goal of maximizing open and/or vegetative space and minimizing heat island.
4. Solar Reflectance Index for paving and roofing materials shall be a consideration for product selection.
5. Inclusion of trees in parking lot designs which will provide shade within five [5] years of occupancy shall be considered.

B. Water Efficiency:

1. Specifications of indigenous and/or drought resistant plants shall be considered to reduce dependence on potable water irrigation systems.
2. High efficiency plumbing fixtures shall be specified where feasible. Waterless fixtures are not required or preferred.

C. Energy Performance:

1. Each major facility project shall be designed and constructed to meet or exceed the baseline requirements of the American Society of Heating, Refrigerating and Air-Conditioning Engineers [ASHRAE] 90.1-2016 or any more stringent Code edition adopted by the DFA. Any major facility projects which do not have conditioned space as defined by ASHRAE 90.1 are exempt from this requirement.
2. A major facility project is defined as any new construction project larger than five thousand [5,000] gross square feet or any repair and renovation project which involves more than fifty percent [50%] of the replacement value of the facility where compliance is cost-effective and practical. Where compliance of an otherwise applicable repair and renovation project is not cost-effective or impractical, such determination, including written justification, shall be maintained in the procurement file.
3. All major facility projects shall be commissioned by a Commissioning Authority Professional independent of the primary architect/engineer and their Consultants for the project to ensure that all energy related systems are installed, calibrated and performed according to project requirements and the Contract. The Commissioning Authority Professional [individual and firm] shall be registered to practice engineering in the State of Mississippi and shall be certified by the Building Commissioning Association as a certified commissioning Professional and/or accredited by the University of Wisconsin-Madison as a commissioning process provider. The Commissioning Authority Professional shall be retained directly by the UA and shall be separate from the Professional responsible for the design of the project.

D. Product Selection:

1. Where materials, finishes, furnishing, and other products made in or incorporating materials produced in Mississippi meet project requirements, the Professional shall include such products in specifications.
 - a. Where both Mississippi manufactured products and non-Mississippi manufactured products are identified as equals, product origin shall not constitute a bid preference.
 - b. Where only one Mississippi product meets project requirements, this shall not justify single source exception from bidding requirements.
 - c. A listing of Mississippi manufacturers is available from the Mississippi Development Authority.
2. Where materials, finishes, furnishings, and other products with recycled content are available, are cost-effective and meet project requirements, the architect or engineer shall consider specifying these products over comparable products without recycled content.
 - a. Where both recycled content products and products without recycled content are identified as equals, recycled content shall not constitute a bid preference.
 - b. Where only one manufacturer meets recycled content goal, this shall not justify a single source exception.
3. Where materials, finishes, furnishings, and other products with low volatile organic compound [VOC] emissions are available, are cost-effective and meet project requirements, the architect or engineer shall consider specifying these products over comparable products with higher volatile organic compound emissivity.
 - a. Where both low VOC products and higher VOC products are identified as equals, VOC emissivity shall not constitute a bid preference.
 - b. Where only one manufacturer meets low VOC goal, this shall not justify single source exception.
4. Where materials, finishes, furnishings, and other products containing rapidly renewable materials are available, are cost-effective and meet project requirements, the architect or engineer shall consider specifying these products over comparable products without rapidly renewable material content.
 - a. Where both rapidly renewable content products and products without rapidly renewable content are identified as equals, rapidly renewable content shall not constitute a bid preference.
 - b. Where only one manufacturer meets rapidly renewable content goal, this shall not justify single source.

Source: MISS. CODE ANN. § 31-11-35

Part 13 Chapter 3: Construction and Maintenance

Rule 3.1 Construction Solicitation Methods. The primary methods of construction delivery include construction quotes, design-bid-build, design-build, construction management at risk, emergency, sole source and term contracts.

Source: MISS. CODE ANN. §§ 31-7-13, 31-7-13.1, 13-7-13.2

Rule 3.2 Certificate of Responsibility.

- A. All bids submitted for public or private projects where the bid exceeds \$50,000, including quotes submitted under Rule 3.3, shall list the Contractor's current COR number on the exterior of the envelope containing the bid/quote. If the bid/quote does not exceed \$50,000, the exterior of the envelope shall reflect a statement that the enclosed bid/quote does not exceed \$50,000. When a construction bid/quote is submitted electronically, compliance with exterior bid/quote envelope requirements is accomplished where inclusion of that same information is set forth in an electronic bid submittal attachment.

Source: MISS. CODE ANN. §§ 31-3-1(a), 31-3-15, 31-3-21, 31-7-13(c)(v)

Rule 3.3 Construction Quote [IFB less than \$75,000].

- A. Any UA procuring construction under \$75,000 may authorize its designee to accept the lowest and best competitive written bid without publishing or advertising, provided at least two [2] competitive written bids have been obtained by the UA. The term competitive written bid shall mean a sealed bid submitted within the designated timeframe on a bid form furnished by the UA or submitted on letterhead and signed by authorized personnel. Such bids shall be independently developed based upon comparable identification of the needs and without knowledge of other bids or prospective bids. Any bid item for construction exceeding \$5,000 shall be broken down by components to provide detailed component description and pricing, including bonding and insurance. Such details shall be submitted with the written bid and will become part of the bid evaluation criteria. Construction quotes of less than \$5,000 may be obtained without advertising or otherwise requesting competitive bids.

Source: MISS. CODE ANN. § 31-7-13(a)-(b)

Rule 3.4 Design-Bid-Build

- A. Design-Bid-Build [\$75,000 or more]. Design-bid-build is the traditional method of procurement used for construction contracts of \$75,000 or more unless specifically approved or statutorily permitted otherwise. This method of procurement is characterized by Professional selection, a structured process of design producing a set of bidding documents, an open competitive bidding phase, and award of a contract to the responsive and responsible Contractor offering the lowest and best cost for the work.

- B. For design-bid-build solicitations, the UA must publish concurrent newspaper and Mississippi Procurement Technical Assistance Program [MPTAP] portal postings in compliance with the requirements set forth in MISS. CODE ANN. § 31-7-13(c)(3). Solicitations must include instructions to bidders, submission requirements, date and time for submission, addenda procedures, disqualification parameters, requirements for responsiveness and responsibility, basis of award including how alternates are handled, bid security requirements, and the Owner's right to reject all bids submitted. The UA must include the contract form to be used including all terms and conditions which shall not be subject to negotiation.
- C. Contractors may be disqualified for the following reasons:
1. Failure to comply with the bid requirements.
 2. Bidder is in arrears on payments to sub-Contractors or material suppliers on existing contract with the UA, or in the case of the BOB, is in arrears on such payments on any existing contract with any agency, institution, university or college for which the BOB administers contracts.
 3. Bidder is involved in an ongoing dispute related to the Bidder's execution, workmanship, or timely performance of an existing contract with the UA, or in the case of the BOB is in such dispute on any existing contract with any agency, institution, university or college for which the BOB administers contracts.
 4. Bidder is projected to be sixty [60] days or more beyond contract time on an existing contract with the UA or is projected to be sixty [60] days or more beyond contract time on any existing contract with any agency, institution, university or college for which the BOB administers contracts.
 5. Bidder has defaulted or has been terminated for cause on a previous Contract with the UA, or in the case of the BOB, has defaulted or has been terminated on a previous contract with any agency, institution, university or college for which the BOB administers contracts.
- D. For all construction contracts exceeding \$100,000 for any public work involving the practice of engineering or architecture, all specifications and estimates must be prepared and supervised by a registered Professional engineer or architect.
- E. Selection shall be made from the lowest and best bidder. If the UA accepts a bid other than the lowest bid submitted, the UA shall place on its minutes detailed calculations and a narrative summary showing that the accepted bid was the lowest and best bid, including the dollar amount of the accepted bid and the dollar amount of the lowest bid. No UA shall accept a bid based upon items not included in the specifications.
- F. Where renovation, restoration, or both, of the State Capitol Building or any other historical building designated for at least five [5] years as a Mississippi Landmark by the Board of Trustees of the Department of Archives and History under the authority of MISS. CODE ANN. § 39-7-7 and § 39-7-11, or for any other construction procurement with a minimum construction cost of \$10,000,000 and where the UA has determined that prequalification

of bidders is in the best interest of the state, purchases may be made from the lowest and best prequalified bidder in compliance with MISS. CODE ANN. § 31-7-13(d)(iii). Agencies must select construction Contractors in the following manner:

1. The Request for Prequalification of Contractors shall be solicited as above.
2. The RFPC shall identify submission requirements, date and time for submission, the minimum number [in no case less than two] and maximum number of Contractors to be prequalified, the minimum requirements for a Contractor to be considered, the criteria and scoring for selection such that responding Contractors can understand the relative importance of each, the project scope and all other requirements to be considered.
3. Interviews are not required, but if it is the intent of the UA to conduct, the RFPC shall indicate and identify the anticipated time for such interviews to be held.
4. Prequalification criteria shall be limited to the Contractor's and their proposed key sub-Contractors' knowledge and experience of projects of similar size and scope, past performance, project management teams and financial stability.
5. Once Contractors are prequalified for a procurement, they may obtain pricing from any sub-Contractor that was included in the submission of any prequalified Contractor.
6. Preselection must be completed not less than fifteen [15] working days before the prequalified Contractors are invited to submit bids.
7. Where bids from prequalified Contractors exceed the funds initially allocated to the project, documents may be revised and re-bid by the prequalified Contractors without further advertisement.

Source: MISS. CODE ANN. §§ 31-7-13, 31-11-3; § 73-13-45(1)(a)-(b)

Rule 3.5 Design-Build. Design-build combines design and construction services into a single contract with one Contractor to satisfactorily perform both design using an independent Professional licensed in Mississippi and construction of the project for which the contract is awarded. This type of contract involves retention of Professional services by the Contractor when:

- A. The DFA has determined through a detailed explanation that use of the design-build method satisfies the public interest better than use of the traditional design bid-build method; or
- B. When the legislature has specifically required or authorized use of the design-build method in the legislation authorizing the project.
- C. When using the design-build method, a fixed firm price or guaranteed maximum price must be adopted. Prior to solicitation of proposals, the UA shall develop a scope of work statement in compliance with MISS. CODE ANN. § 31-7-13.1 that provides prospective offerors with sufficient information regarding the requirements of the UA. At minimum, the scope of work statement must include the following information: Location and nature of proposed site[s] that include preliminary geotechnical information from borings as well as survey drawings that show topography, adjacent buildings and utilities; any mandatory

requirements such as minimum number and types of spaces, any minimum or maximum building area[s] or height[s], applicable energy codes and/or efficiency targets, applicable zoning regulations and any aesthetic or character defining standards; any mandatory material and/or system performance requirements and/or specifications; and general budget parameters, schedule or delivery requirements, relevant criteria for evaluation of proposals, and any other information necessary to enable the design-builders to submit proposals that meet the needs of the UA.

- D. Publication of solicitations and bidding for a design-build project shall be made in accordance with the requirements set forth in MISS. CODE ANN. § 31-7-13.1 and the UA shall accept initial proposals only from entities able to provide an experienced and qualified design-build team that includes, at minimum, a Professional firm licensed and registered in Mississippi and a Contractor licensed and domiciled in Mississippi for the type of work required.
- E. The RFP must describe the minimum requirements to be considered, the criteria for selection, the scope of work and all other requirements, including but not limited to: (1) State whether a short-list of responders or the best and final responder will be chosen and the criteria for same; (2) Requires identification of key Consultants/sub-contractors; and (3) Identify the form of the contract to be used including those terms and conditions which are not subject to negotiation. If the UA provides pre-selection conferences or allows responders to ask questions or otherwise communicate with responders, the UA must share all such responses, information and opportunities equally with each responder.
- F. Proposals that include criteria other than cost only shall be evaluated by an evaluation committee of not less than three individuals as established by the UA. Selection criteria is limited to the following: (1) the bidder's knowledge and experience in executing projects of similar size and complexity; (2) the experience and qualifications of the proposed office and construction management personnel; (3) the experience and qualifications of the sub-contractors proposed; (4) the experience and qualifications of the architect or engineer and Consultants; (5) the schedule control; and (6) cost factors. Cost as an evaluation factor shall be given the highest criteria weighting and at least thirty-five percent [35%] out of the one hundred percent [100%] total weight of all other evaluation factors.
- G. If the UA accepts a proposal other than the proposal submitted for lowest costs, the UA shall enter in its minutes a detailed calculation and narrative summary showing why the accepted proposal was determined to provide the best value and specific justification for the award. A UA may not award a stipulated fee to an offeror for preparation costs to submit a response to the request for proposals.
- H. All facilities designed and constructed through the design-build method shall comply with standards equal to or exceeding the minimum building code standards set forth in MISS. CODE ANN. § 31-11-33 and all Contractors and private entities must comply with all applicable laws, codes and other legal requirements pertaining to the project.

Rule 3.6 Construction Management at Risk [CMAR].

A. CMAR Application for All Using Agencies

1. CMAR is a method of project delivery in which a construction manager [CM] guarantees a maximum price for the construction of a project. Each project for construction under a CMAR contract shall be a specific, single project with a minimum construction cost of Twenty-five Million Dollars [\$25,000,000]. A specific, single project is a project constructed at a single location, at a common location or for a common purpose.
2. Before using this method of project delivery, the UA shall include a detailed explanation of why using the CMAR method satisfies the public need better than the traditional design-bid-build method based upon the following criteria: (1) use of the CMAR for the project provides a savings in time or cost over traditional methods; and (2) the size and type of the project is suitable for use of the CMAR method of project delivery.
3. Separate contracts for design services and construction services may be used. The contract for construction services may be entered into at the same time as the contract for design services is executed or later with design and construction of the project occurring in either sequential or concurrent phases. The UA may elect to procure a CM prior to substantial completion of the design documents.
4. When procuring design services or when procuring construction management services under a CMAR project delivery method, the UA shall follow the qualifications-based selection procedures and public notice requirements set forth in MISS. CODE ANN. § 31-7-13.2(10).
5. The UA must provide notice by publication in a Professional news bulletin or in the official state newspaper for a minimum of fourteen [14] days. For purposes of these Rules, an official state newspaper shall be considered a regularly published newspaper in the county or municipality where the UA is located. If the UA elects to publish via a Professional news bulletin, the UA must have established procedures in place identifying the bulletin where such advertisements will be made in advance of any such publications. If advertisement is made through use of a Professional services bulletin, such bulletin shall be mailed to each firm on the established notification list and advertisement shall be mailed to all prequalified firms.
6. Advertisements shall set forth the project, the services to be procured, and the time and place for interested firms to submit a letter of interest. The public notice may also require submission of a statement of qualifications with the letter of interest.
7. The UA may establish procedures to prequalify firms seeking to provide CMAR, architectural, engineering, and land surveying services or may use prequalification lists from other state agencies or governing authorities. Any firm desiring to be

considered for pre-qualification shall provide the UA a written notice of interest prior to the deadline stated in the advertisement along with any other documentation required.

8. The UA shall evaluate the firms who submitted letters of interest based on qualifications, ability of Professional personnel, past record and experience, performance data on file, willingness to meet time requirements, location, workload of the firm, and any other qualifications-based factors the UA determines, in writing, are applicable.
9. The UA shall establish an evaluation committee to select firms and such committee must include at least one [1] member of the public nominated by a statewide association of the profession affected but such public member shall not be employed or associated with any firm holding a contract with the UA nor may the public member's firm be considered for a contract with that UA while serving as a public member of the committee. The committee shall select no less than three firms it determines to be qualified and rank them in order of qualifications to provide services regarding the specific project. The UA shall then contact the firm ranked most preferred to negotiate a contract at fair and reasonable compensation. At no time prior to selection of the three firms may the UA seek verbal or written estimates of costs or any measure of compensation.
10. The UA shall negotiate a contract with the highest qualified firm for a price the UA determines, in writing, is fair and reasonable. The UA shall consider the estimated value, scope, complexity, and Professional nature of the services to be rendered. If a fair and reasonable price cannot be negotiated with the most qualified firm, the UA should attempt to negotiate with the second most qualified firm. If those negotiations fail, the UA may negotiate with the third most qualified firm. If that fails, the UA shall reevaluate the services requested, including the estimated value, scope, complexity, and fee requirements. The UA shall then create a second list of not less than three qualified firms in order of qualification and shall begin negotiations with the most qualified firm on the second list.

B. CMAR Application for All Using Agencies except IHL

1. For all UAs other than existing or future Mississippi Institutions of Higher Learning or its related entities, joint ventures, or subsidiaries governed by or in connection with the named institutions [hereafter collectively referenced as "IHL"], the CM selected by the UA shall solicit bids for construction pursuant to MISS. CODE ANN. § 31-7-13 and shall enter into contracts with the lowest and best bidders, as determined in consultation with the UA. Before soliciting for bids or entering into contracts, the CM, in consultation with the UA, may prequalify any Contractors or vendors seeking to submit a bid on the project based upon the qualifications set forth in § 31-7-13.2(11)(a).
2. Prequalification of Contractors or vendors shall occur when the CM, in conjunction with the UA, publishes the defined qualifications that shall be considered in the

prequalification process at least two [2] weeks in advance of any publication of Contractors or vendors seeking to submit a bid on the project. Publication shall be in a regular newspaper published in the county or municipality in which the UA is located. The UA shall also post the defined prequalification requirements on its website.

3. Failure by the bidder to provide information timely and in a complete manner in response to any prequalification process may result in disqualification of the bidder at the discretion of the UA and CM.
4. Except as otherwise provided in MISS. CODE ANN. § 25-61-9, confidential and proprietary information furnished by the CM or vendor shall not be disclosed outside of the UA without prior written consent of all parties. The CM, Contractor, or vendor shall identify and label all information considered confidential or proprietary at the time of submission to the UA or CM.

C. CMAR Application for IHL

1. Where the CMAR method of project delivery is utilized by IHL, it shall instead utilize the requirements set forth in MISS. CODE ANN. § 31-7-13.2(13) and the CM, in conjunction with the IHL, shall be permitted to obtain proposals from Contractors or vendors deemed to be fair and reasonable based upon a written description of the scope of work with those proposals being based on the qualification and criteria set forth in MISS. CODE ANN. § 31-7-13.2(13)(b). The CM is not required to follow the bid process set forth in MISS. CODE ANN. § 31-7-13. The CM shall then be entitled to enter into contracts for construction with Contractors and vendors that the CM deems to be the preferred Contractor or vendor based upon the criteria set forth in MISS. CODE ANN. § 31-7-13.2(13)(b).
2. In such cases, the CM must publish the defined qualifications to be considered in the process for selection of Contractors and vendors at least four [4] weeks in advance of any award. Publication shall be in a regular newspaper published in the county or municipality in which the IHL is located. The IHL shall also post the defined prequalification requirements on its website.
3. Failure by a Contractor or vendor to provide information timely and in a complete manner in the selection process may result in disqualification of the Contractor or vendor at the discretion of the IHL and CM.
4. Except as otherwise provided in MISS. CODE ANN § 25-61-9, confidential and proprietary information furnished by the CM or vendor shall not be disclosed outside of the IHL without prior written consent of all parties. The CM, Contractor, or vendor shall identify and label all information considered confidential or proprietary at the time of submission to the IHL or CM.
5. The CM selected by the IHL shall not be required to submit a proposed guaranteed maximum price for the construction of a project, or for a phase or component of the project, until after the CM obtains the contemplated proposals from potential Contractors and/or vendors for that project, phase, or component, and the IHL has

issued a completed set of construction drawings and specifications for the project, phase or component.

6. A CM or its affiliates may self-perform construction work on a project so long as the CM or affiliate submits a proposal for a specific scope of work and all proposals are reviewed by the IHL, deemed to be fair and reasonable compared to other proposals for the same or similar scope of work, and an award to the CM or its affiliate is determined to be in the overall best interests of the project as a whole. In such situation, a CM or its affiliate(s) shall only be allowed to self-perform construction work on no more than fifteen percent [15%] of the project.

Source: MISS. CODE ANN. §§ 31-5-52, 31-7-13.2

Rule 3.7 Emergency. In the event of an emergency as defined in MISS. CODE ANN. § 31-7-1, the UA may procure repairs and commodities as follows.

- A. Generally: If the governing board or executive head or the designee of any UA determines that an emergency exists in regard to the purchase of any commodities or repair contracts, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interests of the state, then the head of such UA or its designee shall file with the DFA: (i) a statement explaining the conditions and circumstances of the emergency, including a detailed description of the events leading up to the situation and the negative impact to the entity if the purchase is made pursuant to the statutory requirements for competitive procurements, and (ii) a certified copy of the appropriate minutes of the board of such agency requesting the emergency purchase, if applicable. Upon receipt, the DFA may, in writing, authorize the purchase or repair without the UA having to comply with competitive bidding requirements.
- B. Health, Safety and Preservation of Assets: If the governing board or the executive head, or its designee determines that an emergency exists in regard to the purchase of any commodities or repair contracts, so that the delay incident to giving opportunity for competitive bidding would threaten the health or safety of any person, or the preservation or protection of property, then the statutes requiring competitive bidding shall not apply, and the proper officer or agent of the UA shall approve the bill presented for payment, and shall certify in writing from whom the purchase was made, or with whom the repair contract was made.
- C. Total purchases under this 3.7 may only be for the purpose of meeting the needs created by the emergency.
- D. The UA shall file with the DFA documentation of the purchase, including a description of the commodity or repairs purchased, the purchase price and the nature of the emergency.
- E. Any contract awarded pursuant to Rule 3.7 shall not exceed one [1] year.

Source: MISS. CODE ANN. §§ 31-7-13(j) and 31-7-1

Rule 3.8 Sole Source. Sole source contracts involve noncompetitive items available from only one [1] source. For sole-source items, a certification of the conditions and circumstances requiring the purchase shall be filed by the UA with the BOB. Upon receipt of the certification, the BOB may authorize the purchase in writing, subject to approval by the PPRB at its next regular meeting thereafter. Sole source items should generally be removed from the general construction bid and procured separately. Sole source items required for integration into existing access control or fire alarm systems may be included in the general construction bid as noted in Rule 4.1(g)(3)(e) subject to approval of the BOB and do not require PPRB approval.

Source: MISS. CODE ANN. § 31-7-13(m)(viii)

Rule 3.9 Term Contract [Job Order Contracting].

- A. The Job Order Contracting [JOC] method of project delivery is an indefinite delivery/indefinite quantity term contract based upon a nationally published and recognized cost index as determined by the DFA for the construction, repair, renovation, demolition and improvement of buildings, facilities, and infrastructure. The term shall not be for more than sixty [60] months. A price adjustment clause based upon the same cost index may be included.
- B. For term contract solicitations, the UA must publish concurrent newspaper and Mississippi Procurement Technical Assistance Program [MPTAP] portal postings in compliance with the requirements set forth in MISS. CODE ANN. § 31-7-13(c)(i)(3). Solicitations must include instructions to bidders, submission requirements, date and time for submission, addenda procedures, disqualification parameters, requirements for responsiveness and responsibility, withdrawal of bids, and the Owner's right to reject all bids submitted. The UA must identify the contract form to be used including all terms and conditions which shall not be subject to negotiation. Template documents provided by the DFA shall be utilized unless use of substantially equivalent documents is determined to be more practical and/or advantageous by the DFA.
- C. Award of a term contract shall be made to the lowest and best bidder meeting minimum defined performance qualifications. If award is made to more than one bidder to establish a pool of eligible Contractors, the highest awarded bid value shall be not more than fifteen percent [15%] of the lowest awarded value. If the UA accepts a bid other than the lowest bid submitted, the UA shall place on its minutes detailed calculations and a narrative summary showing that the accepted bid was the lowest and best bid, including the dollar amount of the accepted bid and the dollar amount of the lowest bid. No UA shall accept a bid based upon items not included in the specifications.
- D. At the discretion of the DFA, a UA may, without additional solicitation, request that work be awarded [Job Orders] under term contracts established by the DFA for this purpose.
- E. The UA will utilize a Job Order Professional from a list of approved Job Order Professionals under separate term contracts with the DFA. Where required by the

Sustainability Policy, a Commissioning Authority Professional will also be required. Utilization of the Job Order Program is subject to the following conditions:

1. The UA will utilize a Job Order Contractor from a list of approved Job Order Contractors under separate term contracts with the DFA for the region where the work will be performed.
2. The DFA, acting through the BOB, is considered the Owner and as such, all decisions, including resolution of any/all disputes, are subject to the approval of the DFA.
3. The UA will furnish all necessary funds to cover any/all costs incurred for the planning and construction of any Job Order awarded including any/all subsequently awarded Change Orders as well as Professional fees and expenses necessary for the administration of such Job Order. Should the UA delay in such transfer of funds so as to prevent prompt payment of incurred costs, the BOB may utilize any eligible UA funds in the possession of the BOB to pay such cost and/or terminate the work with any costs due to the Professional or Contractor to be the sole responsibility of the UA.
4. Each Job Order will be awarded by the BOB, subject to the concurrence of the UA, prior to issuance of a Notice to Proceed [NTP] by the BOB.
5. The work of each Job Order shall not be accepted as complete unless and until the BOB accepts such work as Substantially Complete.
6. The UA shall initiate a request for each Job Order through one of the approved Job Order Professionals or through the designated Project Manager at the BOB. Any costs incurred due to UA direction to a Job Order Professional prior to initiation by the BOB shall be the sole responsibility of the UA. Initiation by the UA shall be considered acceptance of the conditions noted herein.

Source: MISS. CODE ANN. § 31-7-13(n)

Part 13 Chapter 4: Construction Contract Provisions

Rule 4.1 Mandatory Construction Contract Provisions. The UA shall utilize template contracts provided by the DFA unless the DFA reviews and specifically approves an alternative, substantially equivalent contract form. All contracts for construction shall include provisions addressing the following:

A. Labor Requirements:

1. Employee Protection Act: The Contractor must be required to comply with applicable provisions of MISS. CODE ANN. § 71-11-1 and § 71-11-3 concerning employee verification including compliance with the E-verify program.
2. Resident Labor: The Contractor must be required to comply with MISS. CODE ANN. § 31-5-17 and § 31-5-19 concerning use of resident labor.
3. Labor on Projects Utilizing Specified Funding: Where a project is utilizing funds received by state or local governmental entities resulting from a federally declared disaster or a spill of national significance, including, but not limited to, R.E.S.T.O.R.E,

the Oil Pollution Act of 1990, or the Federal Water Pollution Control Act or similar legislation, the Contractor must be required to comply with hiring policies established by MISS. CODE ANN. § 31-5-37.

4. Wage Rates: Where a project is utilizing funds received by the federal government and such funding requires incorporation of Davis-Bacon Wage Rates or other prevailing wage requirements, such requirements shall be clearly identified in the contract.

B. Bonds & Insurance:

1. Bid Security: The Contractor shall be required to furnish a bid bond of not less than 5% of the total of the Contractor's bid amount.
2. Performance and Payment Bonds: The Contractor shall be required to furnish performance and payment bonds not less than the amount of the contract for any contract Twenty-five Thousand Dollars [\$25,000.00] or more as required by MISS. CODE ANN. § 31-5-51 or § 31-5-52. Such bonds shall be issued only by a surety company authorized to do business in the State of Mississippi and listed on the United States Treasury Department's list of acceptable sureties. Where the contract is less than Twenty-five Thousand Dollars [\$25,000.00], payment shall be made in a single lump sum at completion as no interim payments are permitted where no bond is provided.
3. Insurance: The Contractor shall be required to furnish evidence of not less than One Million Dollars [\$1,000,000.00] in general liability insurance for bodily injury and property damage for any contract exceeding Five Thousand Dollars [\$5,000.00], as required by MISS. CODE ANN. § 31-5-51(7). Workers Comp insurance shall be provided for Contractors with five [5] or more employees, as required by MISS. CODE ANN. § 71-3-5. Owners and Contractors Protective Liability [OCP] coverage shall be provided for all contracts. Builder's Risk coverage shall be provided for all projects except for those limited to solely demolition. Pollution coverage shall be provided on all contracts which present a significant risk of environmental damage. Documentation of insurance shall be required to be provided on ACORD or equivalent form prior to issuance of notice to proceed for any work.
4. All bonds and insurance shall be by a company with an AM Best rating of A- or better.

C. Payments:

1. Partial, Progress or Interim Payments: The Owner shall be required to make payment when due and payable under the terms of the contract within forty-five [45] calendar days from the day payment is due and payable as required by MISS. CODE ANN. § 31-5-25(1)(a) or such payment shall bear interest from the due date until paid at the rate of one percent [1%] per month until fully paid.
2. Final Payment: The Owner shall be required to make final payment of all monies owed to the Contractor when the project is certified as having been completed by the architect or engineers and approved by the contracting authority representing the Owner. If payment is not paid as required by MISS. CODE ANN. § 31-5-25(1)(b), then final payment shall bear interest at the rate of one percent [1%] per month. Neither final

payment nor any remaining retained percentage shall become due until the Contractor submits to the architect or engineer (1) final application for payment, (2) consent of surety to final payment, (3) power of attorney, (4) Contractor's affidavit of release of liens, (5) Contractor's affidavit of payment of debts and claims, (6) Contractor's guarantee of work, (7) Project Record Documents and (8) certificates, warranties, guarantees, bonds or documents as called for in the individual sections of the Project Manual. The final payment will be reduced by the value of any amounts assessed to the Contractor due to work performed by the Owner or Liquidated Damages where such amounts have not been otherwise reconciled.

D. Retainage:

1. Partial, Progress or Interim Payments: Where a construction contract provides for progress payments, the Owner may retain not more than five percent [5%] of the estimated amount of work as permitted by MISS. CODE ANN. § 87-9-3. The Owner will be liable for interest of one percent [1%] per month on amounts exceeding what is allowed by statute. Contractors and sub-contractors on such contracts shall retain not more than the same amount from their sub-contractors or material suppliers or be liable for the same accrual of interest.
2. Final Completion: Retainage shall be released for work completed no later than sixty [60] days after the completion of the Contractor's work provided all necessary certificates of occupancy have been issued.
3. Reduction of Retainage: On any contract in which the total amount is Two Hundred Fifty Thousand Dollars [\$250,000.00] or greater, or on any contract with a sub-contractor regardless of amount, five percent [5%] shall be retained until the work is at least fifty percent [50%] complete, on schedule and satisfactory in the architect's and/or engineer's opinion, at which time fifty percent [50%] of the retainage held to date shall be returned to the Contractor for distribution to the appropriate sub-contractors and suppliers in accordance with MISS. CODE ANN. § 31-5-33. Retainage on future payments shall be withheld at a rate of two and one-half percent [2½%].

E. Substantial Completion:

1. Preconditions: In order to be considered occupiable or utilizable by the Owner, all life safety systems must be operable and tested and the commissioning requirements [if any] for the work or designated portion thereof must be complete except for thermographs of electrical systems, trend log monitoring, seasonal testing, near-warranty end activities and verification of training sessions.
2. Notice: Upon notification by the Contractor and receipt of the Contractor's punch list, the architect or engineer will promptly visit the site to determine whether the work or designated portion thereof is substantially complete. If, in the opinion of the architect or engineer, the work or designated portion thereof is not substantially complete, the architect or engineer will not proceed with the inspection and the architect or engineer will report the reasons for such determination to the Contractor. In such case, the

Contractor shall then submit a revised list and request for inspection when these reasons have been resolved.

3. Owner Inspection: When the work or designated portion thereof is substantially complete and affirmed by the Owner, the architect or engineer will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the Contractor shall finish all items on the punch list consistent with MISS. CODE ANN. § 31-7-13(t) accompanying the Certificate. Unless otherwise provided in the Contract Documents, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

F. Final Completion:

1. Notice: Upon notification by the Contractor(s) that the work is ready for final inspection and acceptance by the Owner, the architect or engineer will promptly visit the site and assess the state of the work to determine if it is ready for final inspection by the Owner. If, in the architect's or engineer's judgment, the work is not ready for final inspection, the architect or engineer will report the reasons for such determination to the Contractor. In such case, the Contractor shall then submit a revised request for final inspection when these reasons have been resolved.
2. Owner Inspection: Once the architect or engineer determines the work is ready for final inspection, the architect or engineer will call for final inspection of the work with the Owner for the purpose of determining whether the work is acceptable under the Contract Documents. The final inspection shall be conducted in the presence of the Owner and a list of defects or discrepancies, if any, will be compiled into a final punch list consistent with MISS. CODE ANN. § 31-7-13(t) furnished to all parties.
3. Final Acceptance Letter: Once corrections of all final punch list items have been confirmed by the architect or engineer, the architect or engineer will provide a letter recommending final acceptance of the work to the Owner.

G. Substitutions and Product Options:

1. Specification Restrictions: Specifications shall be written so as not to exclude comparable equipment of domestic manufacture unless the DFA approves a request for specific equipment necessary to perform a specific job in accordance with MISS. CODE ANN. § 31-7-13(c)(iv).
2. Substitutions: A product or construction method that varies in one or more consequential characteristics, reference standards, or technical requirements from a specified product or construction method shall be considered a substitution.
 - a. Requests for substitutions will not be considered during bidding.
 - b. Requests for substitutions by Contractor will be considered within thirty [30] days after the Contract has been signed.

- c. A Contractor proposing substitution shall agree to pay for any additional Professional costs if acceptance of the substitution will require substantial revision of Contract Documents.
 - d. A Contractor proposing substitution shall provide data relating to any delays to the construction schedule, if any, that will result from the proposed substitution.
 - e. A Contractor proposing substitution shall provide accurate cost data on the proposed substitution if any project cost increases are anticipated or any cost savings are being offered for proposed substitution.
 - f. Substitutions of foreign manufacture will not be considered unless Contractor can sufficiently document that either no product of domestic manufacture meeting the product specifications is readily available that can be provided within the time constraints of the project requirements or the cost to provide a product of domestic manufacture meeting the product specifications is significantly greater than the proposed product substitute.
 - g. Substitutions of products with those of less percentage of recovered material as named product will not be considered unless Contractor can sufficiently document that either no product of equal or greater percentage of recovered material as named product is available that can be provided within the time constraints of the project requirements or the cost to provide a product of equal or greater percentage of recovered material as named product meeting the product specifications is significantly greater than that of named product.
3. Product Options: Specifications shall be written to foster competition in one of the following formats.
- a. For products specified only by reference standards or technical performance requirements, select any product meeting product standards by any Manufacturer.
 - b. For products specified by naming a minimum of three [3] products or Manufacturers, select any product and Manufacturer named. Equivalent products of domestic manufacture containing not less than the same percentage of recovered materials as named products will always be accepted if equal in all consequential respects.
 - c. For products specified by naming one [1] or more products and/or Manufacturers, but indicating the option of selecting equivalent products by stating “or equal” after specified product and/or Manufacturer, select the named product or any product of domestic manufacture containing not less than the same percentage of recovered material as named product meeting specified reference standards or technical performance requirements as represented by the named products and/or Manufacturers.
 - d. For products specified by naming only one [1] product and/or Manufacturer as a “basis of design”, an equivalent product of domestic manufacture containing not

less than the same percentage of recovered materials as the named product will always be accepted if it is equal in all consequential respects.

- e. For products specified by naming only one [1] product and Manufacturer and stating no substitutions will be accepted, no substitutions will be allowed. This option must have written approval by the DFA before bidding. Such approval will only be provided when such products are available to Contractor from more than one supplier or distributor. Products available only direct from Manufacturer or from a single supplier or distributor are considered “sole source” and must generally be procured separately. Sole source items required for integration into existing access control or fire alarm systems may be included in the general construction specifications subject to approval of the BOB and do not require PPRB approval.

H. Taxes:

1. Contractor’s Tax: All construction contracts in excess of Ten Thousand Dollars [\$10,000.00] are subject to a tax equal to three and one-half percent [3–½%] of the total contract price or compensation received in accordance with MISS. CODE ANN. § 27-65-21, with the cost of such tax included within any construction bid price submitted. Any person liable for a tax under this section may apply for and obtain a material purchase certificate from the commissioner which may entitle the holder to purchase materials and services that are to become a component part of the structure to be erected or repaired with no tax due, provided that the Contractor applying for the Contractor’s material purchase certificate shall furnish the Department of Revenue a list of all work sublet to others, indicating the amount of work to be performed, and the names and addresses of each sub-contractor.
2. Municipal Special Sales Tax: Contractor is responsible for the payment of any applicable Municipal Special Sales Tax levied at the location of the work in effect at the time of bidding and the cost of such tax shall be included within any construction bid price submitted.

I. Tariffs:

1. Contractors, sub-contractors, sub-sub-contractors, and material suppliers are solely responsible for the payment of any applicable tariffs on any goods or services incorporated in the work regardless of the date of the application of such tariffs.

Source: MISS. CODE ANN. § 27-104-7; §§ 31-11-33, 31-7-13, 31-11-3

Rule 4.2 Allowances. Allowances for commodities, equipment, furniture, construction materials or systems may be included only when contract provisions require that such allowance items are acquired by the Contractor in a commercially reasonable manner and approved by the UA. Such acquisitions shall not be made to circumvent the public purchasing laws. Allowances cannot be included for the acquisition of sole source items.

Source: MISS. CODE ANN. § 31-7-13(c)(iv)

Rule 4.3 Alternates. Additive or deductive bid scope alternates may be defined by the Professional as directed by the UA and included within Design-Bid-Build construction solicitations to ensure ability to award within available funds subject to the following:

- A. Alternates shall be listed in the order in which the UA intends to award them unless a different order is determined to be in the best interest of the UA and which produces a total within available funds. If alternates are not awarded in the order listed, the UA shall document how the order was determined and maintain such documentation in their procurement file.
- B. Where additive alternates are utilized, the cost estimate of the base bid should be not more than ninety percent [90%] of the amount allocated for construction. The cost estimate for base bid plus all alternates included should not significantly exceed the amount allocated for construction unless otherwise authorized by the BOB Director.
- C. Where deductive alternates are utilized, the cost estimate of the total of all alternates should be not less than ten percent [10%] of the amount allocated for construction.
- D. A combination of additive and deductive alternates is not permitted.
- E. No more than five [5] alternates are permitted unless otherwise authorized by the BOB Director.
- F. Award determination shall be made on the basis of the lowest total cost including all selected alternates.
- G. The Contractor must hold alternate prices for a period not to exceed one hundred and twenty [120] days after the initial contract is executed for any future amendment to contract when the UA has a reasonable expectation that additional funds could become available within that time period, subject to approval by the BOB Director. An award decision may not consider alternates not taken at time of initial award.

Source: MISS. CODE ANN. § 31-7-13(f)

Rule 4.4 Job Signs. Contracts may include the provision and maintenance of temporary signage during construction to identify the project name, source[s] of funding, Owner, governing board, Contractor, and architect or engineer. Display of other promotional signage of Contractor, Sub-Contractors, Suppliers or Vendors is not permitted.

Source: MISS. CODE ANN. § 31-11-33; § 27-104-7

Rule 4.5 Building Plaques. Contracts may include the provision of permanent building plaques at new buildings or to memorialize major renovations of existing buildings are permitted subject to the following:

- A. Projects paid for wholly, or partially, with funds of the state or any political subdivision thereof, shall contain lettering reading “THIS BUILDING [or Facility or Structure] WAS PAID FOR BY THE TAXPAYERS OF _____” [indicating the State of Mississippi and/or any other political subdivisions thereof which funded the construction] above the names of anyone else. No other lettering on such plaque may be larger. Such plaque shall also include the name of the Governor in office at the time of award of the construction contract.
- B. Plaques may include the UA, Contractor, Architect and/or Engineer, as well as names of the UA Director, Board or Commission Members, Contractor, Architect, or Engineer.
- C. Inclusion of corporate logos is not permitted.

Source: MISS. CODE ANN. § 29-5-151

Rule 4.6 Liquidated Damages. Contracts may include a stipulated sum for which the Contractor and his Surety will be liable for each calendar day of delay until the work is substantially complete unless circumstances dictate otherwise in the discretion of the Owner. Such provision shall require parties to acknowledge that losses to the Owner caused by the delay of the Contractor are not readily ascertainable. The amount shall be determined by the Owner in consultation with the Professional and any Using Agency or end user as a reasonable estimate of the probable loss that will result from the delay and shall not constitute a penalty.

Source: MISS. CODE ANN. § 27-104-7; §§ 31-11-3, 31-11-33

Rule 4.7 Off-Site Stored Materials. Contracts may include a provision allowing for the payment of construction materials stored at some location other than the project site subject to the following:

- A. An acceptable Lease Agreement between the Contractor and the Owner of the land, or building, where the materials are stored covering the specific area where the materials are located is provided.
- B. Consent of Surety, or other acceptable Bond, to cover where the materials are located is provided.
- C. All Perils Insurance coverage for the full value of the material stored off-site is provided.
- D. A Bill of Sale from the Manufacturer to the Contractor for the stored materials is provided.
- E. A complete list and inventory of materials manufactured, stored and delivered to the storage site and of materials removed from the storage site and delivered to the job site is provided.
- F. A review by the Owner and/or his representative of the materials stored off-site prior to release of payment is conducted. Where storage location is greater than 50 miles of the project site, the Contractor shall pay or reimburse reasonable travel cost of the Owner or his representative for such review.

- G. Guarantee of no storage costs, additional handling or delivery fees, or subsequent cost to the Owner is provided.

Source: MISS. CODE ANN. § 27-104-7; § 31-11-3

Rule 4.8 Testing. In contracts where independent quality control and/or quality assurance testing of the work is required, provisions should be included to clarify the roles of Contractor, Professional and Owner for each test required. Contractor may be required to furnish services of independent testing providers when recommended by the Professional; however, special inspections and structural testing required by the International Building Code to be retained by the Owner may not be contractually delegated to the Contractor.

Source: MISS. CODE ANN. § 27-104-7; § 31-11-3

Rule 4.9 Prohibited Provisions.

- A. Price Escalation Clauses: Inclusion of provisions which allow for contract price adjustments based upon significant changes in underlying costs during the contract time is prohibited, except in Term Contracts [Job Order Contracts], where use of a nationally published industry-wide cost index has been determined by the DFA, consistent with MISS. CODE ANN. § 31-7-13(n), to be permitted for quarterly pricing updates. Contracts including Guaranteed Maximum Price [GMP] provisions may not include a price escalation clause but may include a Contractor Contingency which can be utilized by the Contractor to cover cost increases due to material tariffs, labor shortages, natural disasters, material scarcity, inflation, legislative changes or other causes, subject to the percentage or stipulated contingency limit in the Contract.
- B. Penalty and Bonus Clauses: Except where specifically authorized by statute, inclusion of clauses which assess penalties for delay are prohibited. Clauses for liquidated damages as provided for in Rule 4.6 are not considered penalties.
- C. Shared Savings Clauses: Except where specifically authorized by MISS. CODE ANN., or where legislation authorizing project specifically allows, inclusion of shared savings clauses in a Guaranteed Maximum Price Agreement which provide additional compensation to Contractor for completion of a project under budget from such savings is prohibited.

Source: MISS. CODE ANN. § 31-11-3; § 27-104-7

Rule 4.10 Information Technology. Contracts may not include information technology items unless exempted by statute, or by regulation or specific exception of the Mississippi Department of Information Technology [MDITS]. Where the DFA, acting through the BOB, is exempted for projects administered by the BOB, inclusion of information technology items is subject to the following:

- A. Submission of detailed vendor pricing for each information technology item shall be required. Such pricing shall include breakdown of material, installation, maintenance/service agreement, unit prices for additional items, licenses per user, renewals and the applicable validity periods.
- B. Submission of the terms and conditions of warranties, maintenance, service and license agreements shall be required.
- C. Specifications shall comply with all applicable telecommunication standards adopted by MDITS.

Source: MISS. CODE ANN. § 25-53-5; § 31-11-3

Part 13 Chapter 5: Modification and Termination

Rule 5.1 Termination by the Owner for Cause.

- A. The Owner may terminate the contract if the Contractor: (1) Repeatedly refuses or fails to supply enough properly skilled workers or proper materials; (2) Fails to make payment to Sub-contractors or suppliers in accordance with the respective agreements between the Contractor and the Sub-contractors or suppliers; (3) Repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; (4) Is guilty of substantial breach of a provision of the contract documents; or (5) Fails to achieve substantial completion of the project within the time limits established by the contract documents.
- B. When any of the reasons described in Rule 5.1(A) exist, and upon advice of the Professional that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety: (1) Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; (2) Accept assignment of subcontracts; and (3) Finish the work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the work.
- C. When the Owner terminates the contract for one of the reasons set forth in Rule 5.1(A), the Contractor shall not be entitled to receive further payment until the work is finished.
- D. If the unpaid balance of the contract sum exceeds costs of finishing the work, including compensation for the Professional's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner

shall be certified by the Professional, upon application, and this obligation for payment shall survive termination of the contract.

Source: MISS. CODE ANN. § 27-104-7; § 31-11-3

Rule 5.2 Suspension by the Owner for Convenience

- A. The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the work, in whole or in part for such period as the Owner may determine.
- B. The contract sum and contract time shall be adjusted for increase in the cost and time caused by suspension, delay or interruption under Rule 5.2(A). Adjustment of the contract sum shall include profit. No adjustment will be made to the extent that: (1) performance is, was, or would have been, so suspended, delayed or interrupted, by another cause for which the Contractor is responsible; or (2) that an equitable adjustment is made or denied under another provision of the Contract.

Source: MISS. CODE ANN. § 27-104-7; § 31-11-3

Rule 5.3 Termination by the Owner for Convenience

- A. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.
- B. Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall: (1) cease operations as directed by the Owner in the notice; (2) take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and (3) except for Work directed to be performed prior to the effective date of the termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- C. In cases of such termination by the Owner for Convenience, the Owner shall pay the Contractor for work properly executed, including reasonable costs attributable to termination, if any, as set forth in the Agreement.

Source: MISS. CODE ANN. § 27-104-7; § 31-11-3

Part 13 Chapter 6: Regulatory and Legal

Rule 6.1 Regulatory and Legal.

- A. All contracts are governed by Mississippi law and any potential contractual disputes are subject to the jurisdiction of Mississippi courts. Any contractual provisions contrary to the laws of Mississippi are null and void. State agencies only have such power to contract as is expressly provided or necessarily implied from statute.

Source: MISS. CONST. OF 1890

Rule 6.2 Arbitration.

- A. Unless a specific statute provides otherwise, the Owner may not enter into a contract containing an arbitration clause as state law does not generally allow a state agency to arbitrate.

Source: Miss. Const. of 1890

Rule 6.3 Mediation.

- A. An Owner may agree to non-binding mediation of potential contractual disputes.

Source: MISS. CODE ANN. § 27-104-7; § 31-11-3

Rule 6.4 Exculpatory Clauses. State law does not generally permit a state agency to indemnify or hold harmless Contractors or third parties for potential liabilities or to waive liability of the Contractor or of third parties for damages. Unless a specific statute expressly provides otherwise, the Owner may not enter into a contract containing these types of clauses.

Source: MISS. CONST. OF 1890, Miss. A.G. Op. to Stringer, 01/25/2006, 2006 WL 1900660, Opinion No. 2006-0610

Part 13 Chapter 7: Ethics

Rule 7.1 Requirement of Good Faith. All parties are required to act in good faith at all times during the processes governed by these rules and regulations.

Source: MISS. CODE ANN. § 27-104-7; § 31-11-3

Rule 7.2 Discovery of Bad Faith.

- A. Should any party discover an act of bad faith by any other party during procurement or during an ongoing contract with the state, such discovery shall be reported to the Agency Head of the procuring Agency, PPRB, OSA, and where appropriate, the Public Integrity Division [PID] of the Office of the Attorney General [AGO].
- B. Any such report to the PPRB shall be made by reporting the matter to the Director of the DFA, who will provide the information to the PPRB.

Source: MISS. CODE ANN. § 27-104-7; § 31-11-3

Rule 7.3 Reporting Anti-Competitive Practices. Anti-competitive practices shall be treated as an issue of bad faith as discussed in Section 7.2.

Source: MISS. CODE ANN. § 75-21-15

Part 13 Chapter 8: Debarment and Suspension

Rule 8.1 Suspension

- A. The BOB may, for cause, suspend a person or entity from consideration for the award of contracts by the Department of Finance and Administration. A suspension is effective upon issuance, shall be effective for a period of ninety [90] days, and shall remain in effect during the pendency of any appeal. Suspension may be imposed simultaneous to a debarment proceeding.
- B. The BOB shall provide written notice of the suspension by U.S. mail to the last known mailing address with delivery notification service and sent via electronic mail. The notice shall state the grounds for the suspension and shall advise that the BOB will not solicit or consider bids from the suspended person during the suspension period. The notice shall further advise that the person may request reconsideration of the suspension by submitting a written response within ten [10] days of receipt of the notice setting forth the basis for the suspension. The response may include supporting documentation. The BOB Director shall affirm or rescind the suspension within ten [10] days after timely receipt of the written response.
- C. Grounds for suspension include, but are not limited to, the following:
 - 1. Commission of fraud or a criminal offense connected with obtaining, attempting to obtain, or performing a contract or subcontract.
 - 2. Conviction under state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, or any other offense demonstrating a lack of business integrity or honesty.
 - 3. Conviction under state or federal antitrust laws arising from the submission of bids or proposals.
 - 4. Termination for cause of one or more contracts with a governmental entity.
 - 5. Violation of contract provisions, including, but not limited to:
 - a. Failure, without good cause, to perform in accordance with contract specifications or within contract time limits; or
 - b. A recent history of failure to perform or unsatisfactory performance under one or more contracts.
 - 6. Suspension or debarment by another governmental entity for conduct described in this rule.
 - 7. Violation of the ethical standards set forth in Chapter 7.
- D. A suspension decision is effective immediately upon issuance. The suspension shall apply to the contracting entity and to all officers, directors, principals, members and Owners of 5% or more of the suspended entity unless otherwise stated in the suspension notice. Once effective, the entity or person shall remain suspended until the suspension period expires.

Source: MISS. CODE ANN. § 31-11-3

Rule 8.2 Debarment

- A. The BOB Director may, for cause, debar a person or entity from consideration for the award of contracts by the Department of Finance and Administration. A debarment is effective upon issuance, shall be effective for a period of not less than two [2] years and shall not be for a period to exceed ten [10] years. Debarment shall remain in effect during the pendency of any appeal. Grounds for debarment include those listed in Rule 8.1 and debarment proceedings may be initiated simultaneously to suspension.
- B. The BOB shall provide written notice of the debarment by U.S. mail to the last known mailing address and via electronic mail. The notice shall state the grounds for debarment, the length of debarment, and shall advise that the BOB will not solicit or consider bids from the debarred person during the debarment period. The notice shall further advise that the person may request reconsideration of the debarment by submitting a written response within ten [10] days of receipt of the notice setting forth the basis for the debarment. The response may include any supporting documentation.
- C. If no hearing is requested in the response, the BOB Director shall affirm or rescind the debarment based on the written response and supporting materials provided.
- D. If a hearing is requested, the BOB Director shall appoint a hearing officer to conduct the hearing and recommend a decision. The hearing officer shall provide written notice of the time and place of the hearing at least ten [10] days prior to said hearing and his or her recommendation shall be based upon a preponderance of the evidence.

Source: MISS. CODE ANN. § 31-11-3

Rule 8.3 Recommendation; Final Decision

- A. Within thirty [30] days of the hearing, the hearing officer shall prepare a written recommendation and submit it to the BOB Director and Contractor or prospective Contractor. If debarment is ordered or affirmed, the decision shall state the reasons for the action, the length of debarment and the extent to which affiliates or principals are affected. The final decision shall also advise the debarred person of the right to appeal to a court of law.

Source: MISS. CODE ANN. § 31-11-3

Rule 8.4 Effect of Debarment

- A. A debarment decision is effective immediately upon issuance. The debarment shall apply to the contracting entity and to all officers, directors, principals, members and Owners of 5% or more of the debarred entity unless otherwise stated in the final decision. Once effective, the entity or person shall remain debarred until the debarment period expires.

Source: MISS. CODE ANN. § 31-11-3

Rule 8.5 List of Debarred and Suspended Persons

- A. The BOB shall maintain a current list of debarred and suspended persons or entities. The list shall be updated as necessary and shall be available to state agencies and the public upon request.

Source: MISS. CODE ANN. § 31-11-3

Part 13 Chapter 9: UA Responsibilities and Reporting Requirements

Rule 9.1 Inventory of Building.

- A. All state agencies, departments and institutions are required to cooperate with the DFA in conducting of a detailed study of the building and other capital needs at each state institution and at each community college and junior college for inclusion in an annual report by the DFA to the Legislative Budget Office, the House Public Property Committee and the Senate Property Committee prior to September 1st of each year. This study shall include, but shall not be limited to, the following matters:
 - 1. An inventory of every state building and other capital facility which is the property of the State of Mississippi;
 - 2. The location, date of construction or acquisition, the purpose for which used, outstanding indebtedness against such facility, if any, and cost of repairs for the preceding fiscal year;
 - 3. An examination of the condition of the building or other facility, including current conditions and ratings of all roofs at each state agency, state institution of higher learning, community college and junior college;
 - 4. An estimate of the cost of major renovations, if contemplated; and
 - 5. A determination of the new building and other facility needs of each institution and such needs classified under immediate or long-range requirements.

Source: MISS. CODE ANN. § 31-11-27(1)(a)

Rule 9.2 Roof Inspection.

- A. All state agencies, departments and institutions are required to cooperate with the DFA in validating the condition of each roof of buildings not planned for demolition by one of the following methods not less than every three [3] years:
 - 1. Visual inspection by institution or agency facilities' staff;
 - 2. Visual inspection by a licensed architect or engineer; or
 - 3. Thermal imaging inspection.

Source: MISS. CODE ANN. § 31-11-27(1)(b)

Rule 9.3 Study of Capital Needs. All state agencies, departments and institutions shall file a capital improvements projects request with such information and in such form and in such detail as the DFA may deem necessary and advisable for inclusion in an annual report by the DFA to the Legislative Budget Office, the House Public Property Committee and the Senate Property Committee prior to September 1st of each year. The report prepared by the DFA shall describe the proposed capital improvements projects requested and include prioritized recommendations for the upcoming five-year period, consistent with the primary goal of preserving existing capital assets where possible and replacing existing capital assets where necessary.

Source: MISS. CODE ANN. § 31-11-27(2)

Rule 9.4 Preplanning. Every capital improvements project for new facilities, costing Two Million Dollars [\$2,000,000.00] or more shall be funded by the Legislature in two [2] phases with the first phase consisting of preplanning resulting in a budget projection for the subsequent phase. The two-phase funding requirement shall not apply to projects for a state-owned port, community or junior college project, or where the Legislature finds that an emergency or critical need must be met or a court order complied with requiring funding in a single phase. Every state agency that preplans such a project, including those funded with self-generated funds, shall submit a preplanned capital improvements project budget projection to the BOB for evaluation. The BOB shall assess the need for all preplanned projects submitted and shall compile a report on its findings.

Source: MISS. CODE ANN. § 31-11-30

Rule 9.5 Renovation and Repair Expenditures. The state institutions of higher learning, the state community colleges and junior colleges, the Department of Mental Health, the Department of Corrections and the Department of Wildlife, Fisheries and Parks shall submit information on all renovation and repair expenditures for buildings under their operation and control, including duties, responsibilities and costs of any architect or engineer hired by any such institutions for inclusion in an annual report by the DFA to the Legislative Budget Office, the House Public Property Committee and the Senate Property Committee prior to September 1st of each year. Expenditures shall not include those amounts expended for janitorial, landscaping or administrative support, but shall include expenditures from both state and nonstate sources. Expenditures shall not include amounts appropriated to and expended by the DFA on behalf of state agencies, department and institutions through the DFA-administered contracts, but shall include amounts transferred to the DFA for support of such contracts.

Source: MISS. CODE ANN. § 31-11-3(8)