

SERVICE AGREEMENT

BETWEEN

**ROGERS DUNN, LLC, DBA DUNN MANAGEMENT
AND**

THE VETERANS' HOME PURCHASE BOARD AN AGENCY OF THE STATE OF MISSISSIPPI

September 1, 2016 - August 31, 2018

1. AGREEMENT PURPOSE

This agreement, made as of the date of the signatures below, creates a binding contract for services between **ROGERS DUNN, LLC, dba DUNN MANAGEMENT**, 2915 North State Street, Jackson, MS 39216 hereinafter referred to as "CONTRACTOR", and the **VETERANS' HOME PURCHASE BOARD an Agency of the State of Mississippi** 3466 Highway 80 East, Pearl, MS, 39208 hereinafter referred to as the "CLIENT".

By virtue of this agreement, the parties engage in a contract for professional management, maintenance and upkeep services relating to maintenance and upkeep of the Client facility (building and grounds), commonly known as Veterans' Home Purchase Board, located at 3466 Highway 80 East, Pearl, MS 39208

2. SCOPE OF WORK

- A. Attachment A, attached hereto and incorporated by reference, contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the CLIENT and the CONTRACTOR, and specific obligations of both parties.
- B. The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in Attachment B: Scope of Work.
- C. The CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below:
 - Monthly Activity Reports - (Via Email) Activity Reports include services performed during the previous month, open and closed tasks.
 - Annual Contract Review of Contractors Performance, Cost, and Planned Budget Projections. At the fourth Quarterly review and on or before the anniversary of the Service Agreement, the Annual Contract review shall include a performance review by the Client of the Contractor, review past year's costs and forthcoming year budget for the work described in this agreement.

All written reports required under this contract will be delivered to the Contract Officer, for the Client (or his designated representative), in accordance with the schedule above.

3. CONTRACT ADMINISTRATION

The designated Contract Administrator for each of the parties shall be the contact person for all communications regarding the performance of this contract.

Contract Manager for CONTRACTOR: Krystal Lamm
Rogers Dunn, LLC, dba Dunn Management
2915 N. State St.
Jackson, MS 39216
Phone: (601) 713-1158
Fax: (601) 713-1168
E-mail address: kl@duvalldecker.com

Contract Officer for CLIENT:

Mr. Lonnie Carlton
Executive Director
Veterans' Home Purchase Board
3466 Highway 80 East
Pearl, MS 39208
Phone: 601-576-4800
Fax: 601-576-4812
E-mail address: lcarlton@vhpb.state.ms.us

In the event of a change in supervisory personnel each party agrees to notify the other in writing.

4. COMPENSATION/ PAYMENT

A. Compensation: CLIENT shall pay **Sixty Three Thousand Three Hundred dollars (\$63,300.00)** for the performance of all things necessary for or incidental to the performance of work per year for one year as set forth in the Section 2 - Scope of Work.

The Monthly payment rate shall be: **Five Thousand Two Hundred Seventy Five dollars (\$5,275.00)** unless modified by mutual agreement as noted above.

B. BILLING PROCEDURES

CLIENT will pay CONTRACTOR upon receipt of properly completed invoices, which shall be submitted to the contract manager monthly.

Payment shall be considered timely if made by the CLIENT within forty-five (45) days after receipt of properly completed invoices for undisputed amounts. Payment shall be sent to the address designated by the CONTRACTOR.

C. EXPENSES

The fees listed in Section 4 cover all costs for the activities directly related to the planning, administration and execution of the services set forth in Section 2 and Attachments A and B. No other expenses are or shall be included.

5. ACKNOWLEDGMENTS and ACCEPTANCE OF TERMS

The parties hereby acknowledge and accept the terms of this agreement as evidenced by the signatures of legally empowered officers set forth.

The Contractor acknowledges the opportunity to inspect (CLIENT)'s facility and finds no issues to be resolved prior to execution of this contract.

By signing this contract it is understood by both parties that the following attachments are a part of this agreement and will adhere to all conditions of this document:

Attachment A – General Terms and Conditions - Dated June 3, 2016

Attachment B – Proposed Scope of Work - Dated June 3, 2016

6. RELATIONSHIP OF PARTIES

It is understood by the parties that the Contractor is an independent contractor and is not an employee of Veterans' Home Purchase Board.

Dunn Management is one of a group of building industry companies that share resources and staff that often work together to offer clients expanded opportunities to achieve their goals. Each company,

Rogers Dunn, LLC (dba Dunn Management), Duvall Decker Architects, P.A., and Eldon Development, LLC, operate under independent agreements to offer specialized additional services if requested.

7. AMENDMENTS

This Contract may be modified or amended by written agreement signed by legally empowered officers for both parties. Additionally this agreement may be renewed after review of services and by written agreement signed by legally empowered officers for both parties.

8. PERIOD OF PERFORMANCE

Subject to other contract provisions, the period of performance under this contract will be from **September 1, 2016** and shall automatically terminate on **August 31, 2018**.

The agreement may be renewed beyond the two (2) year term, at the discretion of the Client, upon written notice to the Contractor at least sixty (60) days prior to the anniversary date for a period of one year under the same terms and conditions as listed in this agreement. The total number of renewal years permitted shall not exceed three (3).

9. TERMINATION

Either party may terminate this agreement by providing the other with a written notice to terminate at least thirty (30) days in advance. The parties may mutually terminate the agreement by written acknowledgment at any time during the term of the agreement without prior notice.

Termination procedures are defined in Attachment A.

10. ASSURANCES

CLIENT and the CONTRACTOR agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

11. NOTICES

All Notices required or permitted to be given under this agreement must be in writing and sent to the parties listed below. Notice shall be deemed given when actually received or when refused. The parties agree to notify each other in writing of any changes of address.

For the Contractor: Anne Marie Decker, Managing Partner
 Rogers Dunn, LLC, dba Dunn Management
 2915 N. State St.
 Jackson, MS 39216
 Phone: (601) 713-1158
 Fax: (601) 713-1168

For the Client: Mr. Lonnie Carlton
 Executive Director
 Veterans' Home Purchase Board
 3466 Highway 80 East
 Pearl, MS 39208
 Phone: 601-576-4800
 Fax: 601-576-4812
 E-mail address: lcarlton@vhpb.state.ms.us

12. ENTIRE AGREEMENT

This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other understandings or representations oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

**Rogers Dunn, LLC, dba Dunn
Management
Anne Marie Decker, AIA**



Signature

Title: **Managing Partner**

7/22/16
Date

Veterans' Home Purchase Board

Lonnie Carlton, Executive Director



Signature

Title: **Executive Director**

7/22/2016
Date

ATTACHMENT A

GENERAL TERMS AND CONDITIONS

SERVICE AGREEMENT

BETWEEN

ROGERS DUNN, LLC, DBA DUNN MANAGEMENT

AND

THE VETERANS' HOME PURCHASE BOARD AN AGENCY OF THE STATE OF MISSISSIPPI

1. DEFINITIONS

As used throughout this contract, the following terms shall have the meanings set forth below:

"CLIENT" shall mean an individual receiving services under this contract. "CLIENT" shall mean any division, section, office, unit or other entity of the CLIENT or any of the officers or other officials lawfully representing that CLIENT.

"CONTRACTING OFFICER" shall mean that individual designated to manage this agreement on behalf of the CLIENT.

"PROCUREMENT OFFICER" shall mean that individual designated to manage this agreement on behalf of the CLIENT.

"CONTRACTOR" shall mean Rogers Dunn, LLC, dba Dunn Mangement, which is the firm, individual or other entity performing services under this contract. It shall include any subcontractor retained by the prime contractor as permitted under the terms of this agreement.

"CONTRACT MANAGER" shall mean the administrator designated to manage the scope of work on behalf of the CONTRACTOR.

"PERSONAL INFORMATION" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

"SUBCONTRACTOR" shall mean one not an employee of the CONTRACTOR, who is performing part of those services under this contract under a separate contract with the CONTRACTOR. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

"SCOPE OF WORK" shall mean all services, materials and duties required and defined in the Agreement and as inumerated in Attachment B of the Agreement.

"AGREEMENT" shall mean the Prime Agreement between the CLIENT and CONTRACTOR.

1. APPLICABLE LAW: This contract shall be governed and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

2. COMPENSATION AND PAYMENT: (a.) The CONTRACTOR shall be compensated for its services in accordance with the provisions of the Agreement.

(b.) E-PAYMENT: Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice, Mississippi Code Annotated § 31-7-305.

(c.) PAYMODE: Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be

deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

3. CHANGES OF SERVICE AND MODIFICATIONS: (a.) The Contracting Officer may, at any time, by written notification to the CONTRACTOR, and without notice to any known guarantor or surety, make changes within the general scope of the services to be performed under the contract. If the CONTRACTOR agrees to such changes, a written contract amendment reflecting such change shall be executed by the parties.

(b.) An equitable adjustment in cost or period of performance or both may be made if required by the change. Any claim for adjustment in price or period of performance must be received within thirty (30) days of the CONTRACTOR'S receipt of the change notice.

(c.) The contracting officer may, however, receive and act upon any such claim at any time prior to final payment under the contract at his/her discretion.

(d.) Failure to agree to any adjustment made under this section shall be an issue and may be reviewed as provided in the "Disputes" section of this agreement. Nothing in this section shall excuse the CONTRACTOR from proceeding with the contract as changed.

4. PROCUREMENT INTEGRITY POLICY: (a.) Procurement Regulations: The contract shall be governed by the applicable provisions of the *Mississippi Personal Service Contract Review Board Rules and Regulations*, a copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>.

(b.) Dunn Management respects the integrity of the procurement process. It is Dunn Management's policy to comply with, and require that our Subcontractors comply with, the letter and spirit of the law and the rules imposed by our clients in this regard.

(c.) The Federal and State governments have adopted broad and detailed sets of laws and regulations governing standards of conduct for CONTRACTORS. These regulations serve as a model for private and public clients most of whom have either adopted the Federal or State standards, follow them as a matter of practice, or follow them because their projects are federally or State funded. Furthermore, State government clients have established specific requirements as to how their employees must conduct themselves in their relationships with industry.

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

(e.) REPRESENTATION REGARDING CONTINGENT FEES: By signing this Agreement, Dunn Management and its Subcontractors represent and certify that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal. Furthermore, Dunn Management warrants that no bribes or gratuities (in the form of entertainment, gifts, kick backs or otherwise) were offered or given by any party, or an agent or representative of a subcontractor, to an officer or employee of Dunn Management with a view toward securing favorable treatment with respect to the awarding or amendment of this Agreement.

(f) To promote the highest ethical standards with respect to procurement integrity, it is Dunn Management's policy to follow State and Federal law and rules with all public and private clients, particularly concerning the gathering and use of confidential information, even if state and local laws are silent concerning specific integrity issues.

(g) The Federal Procurement Integrity Act regulates the conduct of competing contractors during the procurement process. CONTRACTORS are prohibited from: (i.) receiving a competitor's bid or proposal information or other confidential information prior to award of the contract to which such information relates; (ii.) having undisclosed employment discussions with a government employee who is engaged personally and substantially in the procurement process; and, (iii.) compensating a former employee who served as a procurement official during a one year compensation ban. The phrase "bid or proposal information" means a competitor's prices, rates, estimates, or technical data. Confidential information includes technical or price evaluations, rankings, or competitive range determinations; and any information marked as confidential, proprietary, or source selection. The

prohibition on receiving this information extends to materials received from any unauthorized source including government personnel, disgruntled employees, or consultants. By signing this Agreement, Dunn Management and its subcontractors represent and certify that, in its efforts to solicit and develop this Agreement, Dunn Management its subcontractors and its agents and representatives have not committed any act which would be prohibited under the Federal Procurement Integrity Act, if that Act were applicable hereunder.

5. INDEPENDENT CONTRACTOR: (a.) It is understood and agreed that the Dunn Management shall perform the services hereunder as an independent contractor and not as an employee or agent of the Client. The CONTRACTOR is responsible for the means and methods used in performing its services under this Agreement. Accordingly, the CONTRACTOR, its employees, subcontractors and agents shall not be eligible for any employee benefits offered by the Client to its employees. The CONTRACTOR agrees that it alone shall be responsible for any and all taxes due on payments received from the Client hereunder.

6. ASSIGNMENT: (a.) At all times Dunn Management shall provide the administration, oversight and management of all services and shall not assign the Agreement. It is understood and agreed that Dunn Management's responsibilities and obligations under this Agreement shall be fulfilled in part by employees and in part by Subcontractors. The work that is subcontracted may change from time to time to best provide proper and economical services, the required performance and quality for the Client. Nothing in this Agreement shall be construed as a restriction upon Dunn Management's freedom to enter into subcontracts with others for the performance of services required under the Prime Contract.

7. QUALITY OF SERVICES: (a) Dunn Management and its Subcontractors shall perform its services in a diligent, prudent and workmanlike manner consistent with (i.) generally accepted practices and standards for nationally recognized firms engaged in similar services, and (ii.) in accordance with the terms and conditions of this Agreement and such standards, specifications and rules as shall be required by the Attachment B.

8. INSURANCE: Dunn Manage is required to procure and maintain liability coverage in the amount of at least \$1,000,000 throughout the agreement period and any extensions or renewals. Proof of coverage from carrier(s) required prior to award. Contractor represents that it will maintain workers' compensation insurance which shall insure to the benefit of all Contractor's personnel provided hereunder and maintain professional liability insurance with minimum limits as described in the sentence above. The VHPB reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

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

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

be modified in writing accordingly, if: (i.) the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and, (ii.) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

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

10. TERMINATION:

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

(b.) Termination for Convenience:

(i.) The Agency Head or designee may, when the interests of the state so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

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

(c.) *Termination for Cause:* Except as otherwise provided in this contract, the contracting officer may, by thirty (30) days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part. If this contract is so terminated, the CLIENT shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

(d.) Termination for Default:

(i.) *Default:* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(ii.) *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

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

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

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

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

(e.) *Termination Upon Bankruptcy:* This contract may be terminated in whole or in part by Veterans' Home Purchase Board upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

11. TERMINATION PROCEDURE: (a.) Upon termination of this contract the CLIENT, in addition to any other rights provided in this contract, may require the CONTRACTOR to deliver to the CLIENT any property specifically produced or acquired for the performance of such part of this agreement.

(b.) The CLIENT shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by the CLIENT and the amount agreed upon by the CONTRACTOR and the contracting officer for:

- Completed work and services for which no separate price is stated.
- Partially completed work and services.
- Other property or services that are accepted by the CLIENT.

(c.) The CLIENT may withhold any amounts due the CONTRACTOR for such completed work or services such sum as the contracting officer determines to be necessary to protect the CLIENT against potential loss or liability.

(d.) The rights and remedies of the CLIENT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

(e.) After receipt of a notice of termination, and except as otherwise directed by the contracting officer, the CONTRACTOR shall:

(i.) Stop work under the agreement on the date and to the extent specified in the notice.

(ii.) Place no further orders or subcontracts for materials, services or facilities except as necessary to complete such portion of the work not terminated.

(iii.) Assign to the CLIENT, in the manner, at the times, and to the extent directed by the contracting officer, all of the rights, titles, and interest of the CONTRACTOR under the orders and subcontracts in which case the CLIENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(iv.) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the contracting officer to the extent he/she may require, which approval or ratification shall be final for all the purposes of this clause.

(v.) Complete performance of such part of the work not terminated by the contracting officer.

12. HEALTH, SAFETY AND ENVIRONMENTAL PROCEDURES: (a.) The CONTRACTOR shall take all necessary precautions for the health and safety of its clients and its employees and shall perform all its services in compliance with all applicable health, safety and environmental laws, ordinances and regulations. The CONTRACTOR shall have documented environmental, safety and health procedures that meet or exceed such requirements.

(b.) The CONTRACTOR shall immediately report to the Client any OSHA, EPA or similar regulatory agency activities arising from or related to services performed under this Agreement. The CONTRACTOR shall report any injuries or illnesses to Client arising from or related to services performed under this Agreement ("incidents") as soon as possible and not later than 24 hours after the incident occurred.

(c.) The Client shall be permitted, but not required, to conduct independent audits to verify that CONTRACTOR's environmental, safety and health procedures are being followed, and CONTRACTOR shall fully cooperate with such audits.

13. DRUG-FREE WORKPLACE POLICY: (a.) It is the purpose of Dunn Management to help provide a safe and drug-free work environment for our clients, our employees and subcontractors. With this goal in mind and because of the serious drug abuse problem in today's workplace, the Contractor requires the following policy for existing and future employees and of all subcontractors and their employees.

(b.) The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Dunn Management's or clients premises or while performing an assignment is explicitly prohibited.

(c.) Being impaired or under the influence of legal or illegal drugs or alcohol away from the services provided for Dunn Management or on Clients premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others is explicitly prohibited.

(d.) Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from Dunn Management or on Owner's premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others is explicitly prohibited.

(e.) The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of Dunn Management or on Client's premises, or while on company business is explicitly prohibited. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

(f) Dunn Management will conduct drug and/or alcohol testing under any of the following circumstances:

(i.) **RANDOM TESTING:** Employees may be selected at random for drug and/or alcohol testing at any interval determined by the Company.

(ii.) **FOR-CAUSE TESTING:** The Company may ask an employee to submit to a drug and/or alcohol test at any time it feels that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.

(iii.) **POST-ACCIDENT TESTING:** Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

(g) If an employee or subcontractor employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, or if an employee refuses a request to submit to testing under this policy, the employee may be subject to appropriate disciplinary action, up to and possibly including discharge from employment. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

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

(b.) Dunn Management and its Subcontractors shall comply fully with the requirements of Executive Order Numbers 11246 as amended, 11625, 11701, and 11758 relating to employment practices. If applicable, the provisions of 41 CFR 60-1.4, 60-250.4, and 60-741.4 are hereby incorporated by reference, and Dunn Management and its Subcontractors agree to adhere to said regulations. In the performance of its services, Dunn Management and its Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed, color, age, marital status, sex, or national origin.

(c.) Dunn Management will take all affirmative action required by law to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, age, sex, or national origin, including but not limited to employment, upgrading, demotion, or transfer, recruitment advertisement, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

15. E-VERIFICATION: (a.) If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

(i.) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

(ii.) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

(iii.) both. In the event of such cancellation/termination, Contractor would also be liable for

any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

16. TRANSPARENCY: (a.) This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.*, and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

17. PRIVACY: (a.) Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. The CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Client or as provided by law. The CONTRACTOR agrees to implement reasonable physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

18. CONFIDENTIALITY: (a.) The CONTRACTOR agrees to assure the confidentiality of any records obtained from the Client as required by state and federal privacy laws. No information, documents or other material provided to or prepared by the CONTRACTOR deemed confidential by the Client pursuant to state and federal privacy laws, shall be made available to any person or organization without the prior approval of the Client.

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

20. OWNERSHIP OF DOCUMENTS AND WORK PAPERS: (a.) The Client shall own all documents, reports, work papers and working records electronic or otherwise, created in connection with the contract services which are the subject of this agreement, except for the CONTRACTOR's internal administrative and quality assurance files and internal project correspondence. The CONTRACTOR shall deliver such documents and work papers to the Client upon termination or completion of the agreement. The foregoing notwithstanding, the CONTRACTOR shall be entitled to retain a copy of all information documents and work papers for its files and use as research.

21. AUDIT: (a.) The CONTRACTOR shall maintain all books, documents, performance records, work papers, health safety and environmental, drug free workplace records and accounting records and shall make such materials available for inspection and copying, by the Client, at its offices at all reasonable times under the terms and during the period required for access to records under the Contract.

22. MISCELLANEOUS: (a.) All documents, information and other data to be furnished by Dunn Management and its Subcontractors under this Agreement, whether finished or not, shall be delivered to and become the property of Owner and, subject to the limitations of applicable law, may be used by Owner without restriction.

(b.) No breach of any obligation nor waiver of any condition in this agreement; shall be deemed

waived unless expressly waived in writing by the party who might otherwise assert such breach or condition. Waiver by a party of any breach or condition in one instance shall not invalidate this Agreement, nor shall it be considered to be a blanket or continuing waiver by such party nor a waiver by such party of any other breach or condition hereunder.

(c.) If any provision of this Agreement is determined to be illegal or unenforceable for any reason, the same shall be severed from the Agreement and the remainder of the Agreement shall be given full force and effect.

(d.) The parties agree that they and their respective successors and assigns shall be bound by this Agreement.

23. ANTI-ASSIGNMENT/SUBCONTRACTING

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

24. ANTITRUST

By entering into a contract, Contractor conveys, sells, assigns, and transfers to the Veterans' Home Purchase Board all rights, titles, and interest it may now have, or hereafter acquire, under the antitrust laws of the United States and the State that relate to the particular goods or services purchased or acquired by the Client under said contract.

25. APPROVAL

It is understood that this contract requires approval by the Personal Service Contract Review Board. If this contract is not approved, it is void and no payment shall be made hereunder.

26. ATTORNEYS' FEES AND EXPENSES

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

27. AUTHORITY TO CONTRACT

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

28. CHANGE IN SCOPE OF WORK

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

If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately

notify the Veterans' Home Purchase Board in writing of this belief. If the Client believes that the particular work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

29. CONTRACTOR PERSONNEL

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

30. FAILURE TO DELIVER

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

31. FAILURE TO ENFORCE

Failure by the Client at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Client to enforce any provision at any time in accordance with its terms.

32. FORCE MAJEURE

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, Acts of War, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.

ATTACHMENT B: SCOPE OF SERVICES

Proposed Services:

SERVICE AGREEMENT

BETWEEN

ROGERS DUNN, LLC, DBA DUNN MANAGEMENT

AND

THE VETERANS' HOME PURCHASE BOARD AN AGENCY OF THE STATE OF MISSISSIPPI

Dunn Management provides comprehensive, all-inclusive, turnkey facility management, facility maintenance, facility energy efficient operation and consulting. Our management and technical staff, together with professionally qualified subcontractors, will provide the Veterans' Home Purchase Board (VHPB) all specified services to fully and economically operate your facility at the highest standards.

The following detailed description of services is tailored for the Veterans' Home Purchase Board Facility Maintenance Operations.

1. Building Cleaning, Upkeep, Maintenance and Repair Services

Janitorial Services

All interior and exterior areas and rooms shall be cleaned regularly. They shall remain free of dust, dirt, trash and other residue or matter which causes the surfaces to be perceived as dirty or could cause undue wear.

An example detailed listing of cleaning tasks is included at end of this section for additional reference. This list of tasks may be modified for schedule and emphasis by the client's staff as required to fine tune the cleaning effectiveness of the facility.

Trash will be removed from all spaces at a frequency such that no undue accumulation is noticeable.

A trash dumpster will be provided to the facility in the designated location and emptied on a regular schedule so that there is no undue accumulation. Trash of any kind will be picked up throughout the building and grounds and removed from the facility.

All exterior hard surfaces will be cleaned and maintained free of dirt, leaves, trash, or other material that would cause the perception of a dirty facility.

Ground floor windows (interior and exterior) shall be kept clean.

Materials and Supplies

Dunn Management will provide the following supplies and paper products and will conserve these products and keep areas stocked as requested:

- Paper towels (roll and tri fold)
- Toilet paper
- Garbage bags sized appropriately to containers
- Dunn Management will provide all cleaning products, tools (mops, brooms, vacuums, dust cloths, etc.). No products or tools will be used that may cause damage to surfaces or leave undesired residue.

Interior and Exterior Building Maintenance / Repair

Minor repairs will be completed on all walls, floors, ceilings, equipment and fixtures including toilets, sinks, water fountains, switches, light fixtures, furniture, wall systems, chairs, desks, tables, shelving, storage cabinets and other building fitments as required to maintain, as closely as possible, a like new condition or appearance. If the repair is covered by a warranty or is beyond the expertise of Dunn Management staff (not "minor") we will identify and supervise the appropriate trade expert to conduct the repair. (This service will not include repair of telecommunication equipment, computers, printers, copiers, phones or similar equipment.)

Dunn Management will provide all tools and incidental consumable supplies to complete all minor repairs. Client shall be responsible for component parts or major materials if required. Prior to making any repairs, Dunn Management will provide a full assessment of each situation, identify the parts and or material costs involved and will make a recommendation for the client's final decision.

Dunn Management maintains a pre-qualified list of trusted construction and maintenance subcontractors to draw from for any repairs that we cannot complete with our on site staff. (See attached list of Service Support Subcontractors.)

2. Grounds Upkeep, Maintenance and Exterior Cleaning

The grounds including grass areas, planted areas, wooded areas, parking and all general areas of the facility shall be maintained, mowed, weeded, trimmed, and cleaned.

Grass areas shall be mowed, weeded and maintain a height between 1" and 1-1/2" and consistent with industry standards for health and season. The grass areas shall be cared for to maintain the best health possible.

All leaves and debris shall be removed from the grounds to maintain a clean appearance. All planting beds shall be mulched in the spring and fall and shall be kept clean and free of weeds.

All ornamental trees and plants shall be kept pruned for best appearance and health. Wooded areas, including the areas between parking lots, shall be kept free of undergrowth, weeds, and debris for a natural appearance. Areas shall be kept clean and in a form to deter rodent and insect infestation, undesirable plant growth such as poison oak or poison ivy.

Hard surfaces including all parking lots, stairs, walks, patios and porches shall be kept clean and free of all debris. Benches shall be kept clean and free of dirt, leaves, dust, and accumulation of seasonal pollen.

All debris, leaves, limbs and other cuttings shall be removed from the site.

All tools, equipment, supplies and other incidental items shall be provided under this agreement.

Client shall supply water to assist in the care of the grounds and plants. Dunn Management will provide additional services for lawn care and grounds maintenance upon request by Client. Cost for additional services will be negotiated and agreed upon prior to service.

3. Pest Control

The grounds and buildings shall be maintained to deter rodent and insect infestations.

Services shall:

- address common insects such as ants, spiders, roaches, bees, etc. and rodents such as rats, mice, squirrels, bats, etc.
- deter pest entry into the building,
- be unobtrusive in appearance and odor,
- be appropriate to the location and situation,
- be proactive and vigilant in regards to identifying potential issues.

If infestation occurs, despite Dunn Management's efforts, and at no fault of Dunn Management, Dunn Management will:

- assess and determine actions needed to eliminate infestation
- use most effective method of elimination regarding cost, time, and possibility of reoccurrence,
- regularly update appropriate Client staff on progress
- locate and suggest appropriate professionals to address situation if infestation is above level of Dunn Management's expertise. Client will make final decision on professionals and treatments; expense will be paid by Client

4. Building System Operation, Maintenance, Inspection and Testing

Effective building operation to support the daily functions of the Client's facility and operation for energy efficiency is only possible through an active system wide ongoing inspection, maintenance, and testing program.

All systems shall be inspected for optimal operation and condition daily. All building systems shall be maintained as recommended by manufacturers' recommendations.

All maintenance work shall be completed by qualified technicians in keeping with the industry standards to ensure the most efficient and cost effective operation; ensure life of systems as indicated by industry standard/manufacturer; extend life of system as possible through good care; maintain warranty for system and/or warranty on parts where they are in standing.

Specific systems included in this proposal are the following:

Electrical – all lamp/ballast replacement and fixture repairs shall be included herein. Minor electrical repair of switches, outlets or other items will be additionally completed. (Wiring and all high voltage and low voltage repair or replacement work shall be an additional service.) All minor parts, equipment and supplies shall be included as part of our service to maintain the lighting and electrical systems under this proposal.

Any generator and emergency power system shall be tested, serviced with a preventive maintenance program to include changing oil, oil filter, fuel filter and air filter as needed for good operation. Additionally each third year of operation all belts, oils, coolant and battery shall be replaced.

Heating Ventilation, and Air Conditioning Systems (HVAC) - shall all receive daily inspections by Dunn Management on site staff. In addition, three factory trained staff inspections shall be performed annually. These factory checklist inspections shall include all recommended preventative maintenance services that are required for both cooling and heating systems. Included in the factory service of the HVAC Systems is quarterly replacement of air filters, annual washing of condensing coils, and all belt replacements. (Excluded are any repair

costs for unscheduled maintenance needs due to breakdowns or costs for part failures, refrigerant or emergency system requests.)

HVAC Operation shall include consultation on energy system planning, troubleshooting, instruction and review time, and any updates to energy monitoring software. In addition, Dunn Management, through its qualified energy management staff, offers detailed management of temperature/humidity and system controls to maximize building comfort and energy and cost effective efficiency. This is a daily and seasonal activity to keep the building systems tuned to ever changing environmental conditions.

Plumbing Systems - including supply wastewater and storm drainage systems shall be inspected daily for good service operation. Cleaning adjustment and minor repairs will be completed by Dunn Management on site staff.

Fire Suppression/Prevention Systems - shall be inspected and tested per fire safety code requirements. The building fire pump shall be tested and the fire extinguishers shall be inspected monthly for charge. Dunn Management staff shall notify Client when the fire extinguisher certification and service is due and immediately when repairs are required. Dunn Management staff will coordinate and oversee all repairs to the fire suppression system completed by qualified sprinkler system contractors when warranted. (Excluded from this agreement are all plumbing and repair services to the fire suppression system.)

Elevators - shall be maintained for reliability of service, minimized downtime, extension of the life of the equipment, and cost savings. (A detailed example list of services and coverages is attached.)

Safety/Security systems - and equipment shall be inspected and tested at regular intervals to maintain operation. Fire alarm, security and safety poles, stair and elevator communication call centers shall be tested for continued and uninterrupted service.

CCTV Cameras - and system shall be inspected and tested at regular intervals to maintain operation.

System 24 Hour Monitoring - shall be provided for all fire alarm, security and safety communication call centers. Dunn Management staff will inspect, test and monitor the safety security building systems. Failure of equipment shall be identified and reported to the Client. Dunn Management staff will coordinate and oversee all repairs to the safety security systems completed by qualified factory trained contractors when warranted. (Excluded from this agreement are all electronic hardware, security devices/CCTV/fire alarm/safety system repair and parts.)

OTHER - systems for which Dunn Management will provide inspection and support are exterior lighting, exterior sheathing, roof, grading and drainage, and wiring of telecommunications.

5. Maintain Building/System/Equipment information Database

Dunn Management will create and maintain detailed databases for all building systems, equipment, parts and warranties. As-built digital design document and digital databases will be updated to include all as-built information and changes during the contract period. If as-built documents are not readily available for the facility, Dunn Management can provide these as an

additional service. This comprehensive information database, including digital drawings, will serve as a resource for all future work and will be updated continually. The information database includes the following items:

- Equipment Information - A database will be maintained listing all systems and equipment within the facility and on the grounds. All types, brands, models, sizes and serial numbers will be recorded. All warranty types and terms will be listed.
- Building material and maintenance information.
- Operation and Maintenance manuals and instructions for all building systems.
- Warranties, terms, providers and durations.
- Maintenance Issue logs for Client's use

Database Ownership and Delivery - These database documents will be provided to the Client in a digital, editable format. Updates will be provided on a quarterly schedule. Both the Client and Dunn Management shall own rights to utilize the documents. Only Dunn Management shall have the right to utilize the documents for facilities management or consulting on other facilities. The Client owns all rights to the building information in the documents issued for use on its building.

6. Monitoring and Maintenance Operations Budget

Dunn Management will provide a baseline building operation and maintenance budget prior to our management and budgeting of the facility. Typically, Clients will realize substantial first or second year savings in energy costs and usage as a result of Dunn Management's management of the building systems and provided maintenance consulting services.

Dunn Management will maintain a detailed operation and maintenance budget. We will report quarterly on the status of the budget and recommend cost saving strategies. We will provide cost projections for future budgeting and provide cost saving plans for savings required for changes in funding. We will provide detailed cost estimates for all major repairs, and when requested, competitively bid to and manage work of potential contractors.

7. General Services

Dunn Management will provide 24/7/365 on call service to fulfill all services herein and all potential emergency services. On call numbers will be provided to all key staff members and posted in the building at designated locations.

Dunn Management is available to assist the Client with all planned and unplanned maintenance work. Due to our unique staff, including architects, engineers, maintenance specialists as well as a broad range of qualified subcontractors, Dunn Management can assist in most building system emergencies as well as planned maintenance upgrades or improvements. In the case of emergencies we will always act in the best interest of the Client. We understand that emergency costs incurred by Dunn Management to negate additional damage will be reimbursed or paid by the Client. As a matter of policy however no work will be undertaken without prior approval unless circumstances make this impossible.

The Client will designate key staff members to serve as a point of contact for Dunn Management. These individuals shall have the authority to authorize emergency repair work.

Dunn Management shall supervise all subcontractor work for special or emergency projects. Dunn Management shall assume all responsibility and make right any deficiencies for subcontractors under its employ.

Dunn Management shall provide daily, monthly and quarterly inspections to ensure the operation, maintenance and cleanliness of the building and grounds are maintained to the standards set forth in the request for proposal and as represented herein.

Status reports will be issued monthly, and more frequently when needed, to keep all parties informed of ongoing issues results and resolutions. Quarterly reports, which will include budget updates, will be reviewed at Quarterly meetings.

8. Staffing and Proposed Subcontractors for Services

All work, services and maintenance described as part or whole in this proposal shall be the responsibility of Dunn Management. Dunn Management staff will complete all work with the assistance of qualified professional subcontractors. Dunn Management staff will supervise all of its subcontractors' work.

Dunn Management staff team shall be as follows:

Partner in Charge – Roy T. Decker

Managing Director – Anne Marie Decker

Facilities Director – Tim Dean

Project Manager - Rick Williams

Business Manager - Krystal Lamm

Administrative Support / Quality Assurance- Laken Sells

Custodian - Larry Flowers

Dunn Management will evaluate current service contracts held by the Client to assess value and level of service. We can negotiate with current subcontractors or initiate negotiations with qualified subcontractors on the Client's behalf. As a turn-key service provider, Dunn Management will assume all contracts on behalf of the Client. Currently, Dunn Management manages the following Subcontracts to service the Client's facility:

Total Lawn Care (SNSN Services) - Lawn Care/Grounds

127 Barrington Dr., Byram, MS 39272

Contact: Mr. Scott Dudley

Aboveall Pest Solutions, LLC - Pest Control

PO Box 1300

Jackson, MS 39060

Contact: Mr. Billy May

Waste Management - Dumpster

PO Box 1638, Jackson, MS 39215

Contact: Mr. Terry Smith

Terry Service, Inc. – HVAC Maintenance and Service

PO Box 1557, Ridgeland, MS 39158

Contact: Mr. Denny Terry, Owner, and Billy Boykin

Tyco, SimplexGrinnel – Security / Monitoring

181 Davis Johnson Dr., Richland, MS 39218

Contact: Mr. Brent Clark

ThyssenKrupp – Elevator Service and Maintenance

199 Interstate Dr., Richland, MS 39218

Contact: Mr. Phillip Moore

9. Additional Services

Dunn Management shall be available for additional services at the request of Client. Upon request for specific additional services Dunn Management shall prepare a detailed scope of work description with a cost estimate for approval. No work shall be completed beyond the basic services described herein without written approval by Veterans' Home Purchase Board.

All cost estimates for additional services will consider and take into account the overlap of services that may be possible in order to provide the most cost effective options to Veterans' Home Purchase Board.

Dunn Management staff will supervise general maintenance or repair work not covered within this proposal that requires a specialist contractor. This service would include contractors that work directly for the VHPB or those where the VHPB requests the work be completed through Dunn Management.