INVITATION FOR BIDS

No. 2020-03
RFx:3160003856
Mississippi Department of Finance and Administration

Preapproved List of Contractors for Janitorial Services

Public Procurement Review Board

Office of Personal Service Contract Review
501 North West Street, Suite 701E
Jackson, Mississippi 39201

Contact: ***Brittney Thompson***
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Date: August 14, 2020

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GENERAL INSTRUCTIONS

Section 1 – Authority

The Public Procurement Review Board (hereinafter "PPRB") "may establish a preapproved list of providers of various personal and professional services for set prices with which state agencies may contract without bidding or prior approval from the board" (Mississippi Code Annotated § 27-104-7(2)(i)).

Section 2 – Purpose

The PPRB seeks to establish a Preapproved List of Contractors (hereinafter "PVL") for Janitorial services for use by state agencies (hereinafter "agencies" or "agency") under the purview of the DFA OPSCR. The DFA OPSCR invites bids from qualified Janitorial providers for placement on the list. After the list is established, agencies may select and contract with Contractors from the list, avoiding the need for procurement. Contracts over $75,000.00 must be approved by the PPRB. Contractor(s) agree to extend services under this IFBs (hereinafter "IFB") to all authorized agencies within the geographic limits of the regions bid upon in the State of Mississippi at the same price and under the same terms and conditions offered in this PVL.

Section 3 – Timeline

IFB Issue Date:	**August 14, 2020**
Questions and Requests for Clarification to DFA OPSCR Deadline:	**August 25, 2020, 5:00 PM CST**
Anticipated Posting of Written Answers to Questions:	**August 28, 2020, 5:00 PM CST**
Bid Package Submission Deadline:	**September 18, 2020, 11:00 AM CST**
Bid Opening:	**September 18, 2020, 1:00 PM CST**
Anticipated Date of the Notice of Intent to Award:	**September 25, 2020, 5:00 PM CST**
Anticipated Post-Award Debriefing Request Due Date:	**September 30, 2020, 5:00 PM CST**
Anticipated Post-Award Debriefing Held By Date:	**October 2, 2020, 5:00 PM CST**
Anticipated Protest Deadline Date:	**October 2, 2020, 5:00 PM CST**

Section 4 – DFA OPSCR Contact and Questions/Requests for Clarification

4.1 All questions and requests for clarification must be directed by **email** to:

Victoria James, DFA OPSCR Contract Analyst
DFA's Office of Personal Service Contract Review
Email: **victoria.james@dfa.ms.gov**

4.2 Questions and requests for clarification must be submitted via email by the deadline reflected in Section 3.

4.3 All questions, requests for clarification, and answers will be published on the Department of Finance and Administration (hereinafter "DFA") website (http://www.dfa.ms.gov/bid-rfp-

notices/) in a manner that all bidders will be able to view by the date and time reflected in Section 3.

4.4 The DFA OPSCR will not be bound by any verbal or written information that is not contained within this IFB unless formally noticed and issued by the contact person.

4.5 **Acknowledgement of Amendments:** Should an amendment to the IFB be issued, it will be posted on the DFA website (http://www.dfa.ms.gov/bid-rfp-notices/) in a manner that all bidders will be able to view. Further, bidders **must acknowledge receipt of any amendment** to the solicitation by signing and returning the amendment with the bid package, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the DFA OPSCR by the time and at the place specified for receipt of bids as reflected in Section 11.2. It is the bidder's sole responsibility to monitor the website for amendments to the IFB.

Section 5 – Scope of Services

5.1 Janitorial services are to be provided in three separate categories: (1) after business hours only; (2) after business hours with on-site worker during business hours; and, (3) during business hours only. Most agencies operate on a Monday – Friday, 8:00 AM to 5:00 PM schedule. Bidders must be able to provide each service category. Areas serviced may consist of, but are not limited to, offices, corridors, lobbies, eating areas, restrooms, stairwells, elevators, and other miscellaneous areas. Services to be provided may include, but are not limited to, emptying wastebaskets, dusting, vacuuming, mopping, cleaning restrooms, kitchens and break rooms, cleaning fixtures, refilling dispensers, and replenishing paper products. A sample of possible duties is included as **Attachment L** (Janitorial Task Schedule). The contractor will supply all equipment, cleaning chemicals, and labor necessary to perform the tasks as specified.

5.1.1 The contractor may perform the tasks included in **Attachment L**, which may be incorporated as part of the contract.

5.1.2 The contractor may be responsible for completing and returning the form included as **Attachment J** (Janitorial Tasks Form), which may be incorporated as part of the contract.

5.1.3 The contractor may be responsible for completing and returning the form included as **Attachment K** (Janitorial Supplies Request Form), which may be incorporated as part of the contract.

5.2 The preapproved list will be region-specific. The services may be provided in eight different regions of the state. The eight regions consist of: (1) North Delta; (2) North East; (3) South Delta; (4) East Central; (5) Central; (6) Pine Belt; (7) South West; and, (8) Coastal. There will be a separate preapproved list for each of these regions. (*See* **Attachment A** for a map showing the regions and a listing of counties in each region). Bidders may bid to provide services in one or more regions, or they may bid on all regions. To bid on a region, bidders must complete the Bid Package and certify that they can provide services for the entire region. For each region, all responsive and responsible bidders will be added to the preapproved list. (*See* **6.1** below.) **Being placed on the preapproved list does not guarantee contracts will be issued.**

5.3 Detailed scope and specific requirements of the work required will be provided by the Contracting Agency when a contractor on the preapproved list is selected for consideration with respect to a specific project or need. Such scope and requirements will include, but are not limited to, description of work activities, definition of particular deliverables, time frames and budget parameters.

Section 6 – Basis for Award

6.1 The DFA OPSCR intends to make awards to all responsive and responsible bidders per region, ranked in relation to the lowest average bid price. To determine which bids are lowest, the prices by a bidder for a particular region will be averaged. After averaging, the lowest, averaged bids will be placed on the list for that region. The winning bidders' bids will be ranked according to the lowest average bid. (*See* **Attachment B** for an example of how bids will be averaged and winning bidders ranked. **This is for illustrative purposes only.**

6.2 Contracting Agencies are encouraged, but not required, to contact the lowest average bid price preapproved Contractor for Janitorial service or services needed/in the category of service they need. If that contractor is unable to supply the service, the Contracting Agency may contact the next lowest contractor. If that contractor cannot supply the service, the Contracting Agency may contact the third lowest contractor and so on and so forth.

6.3 Contractors bidding on more than one region may bid different rates in different regions.

Section 7 – Contract Deliverables

7.1 Upon execution of a contract with a Contracting Agency, contractors on the preapproved list shall, with respect to all janitorial workers provided to a Contracting Agency:

7.1.1 Assign a Contractor Account Representative to work directly with the Agency Representative;

7.1.2 Designate a contact person available twenty-four (24) hours daily for communication with the Contracting Agency, if required;

7.1.3 Maintain a sufficient pool of qualified janitorial workers large enough that if, for any reason, the scheduled worker does not report for duty or must be replaced, the janitorial company can **provide a replacement janitorial worker within two (2) hours after notification;**

7.1.4 Ensure that the contract janitorial worker reports to work at the time and place specified by the Contracting Agency;

7.1.5 Ensure all janitorial services are provided during the hours specified by the Contracting Agency;

7.1.6 Provide the required number of qualified, competent, well-trained, drug-free, and appropriately dressed janitorial workers to perform the duties required during the shifts required, seven days a week, including weekends and holidays as needed;

7.1.7 Replace, at no additional expense to the Contracting Agency, any worker not performing satisfactorily within forty-eight (48) hours;

7.1.8 Ensure that janitorial worker(s) are in complete uniform and well-groomed at all times;

7.1.9 Provide all janitorial cleaning supplies (such as, but not limited to toilet paper, disinfecting cleaner, etc.) and materials (such as, but not limited to brooms, mops, vacuums, etc.) in good working order and clean.

7.1.10 Abide by all ordinances and laws pertaining to the Contracting Agency's operation and secure all required licenses and permits, certifications, trainings, background investigations, fingerprint checks, and drug tests;

7.1.11 Ensure that no contract janitorial worker or supervisor work more than twelve (12) hours including any and all breaks, in a twenty-four (24) hour period; the Contracting Agency, in an emergency situation, can waive this requirement when the circumstances are beyond the control of the Contractor;

7.1.12 Abide by all State and/or agency policies, procedures, ordinances, and/or laws pertaining to the Contracting Agency's operation at all times, including but not limited to the items listed below. Deviations from these policies by the Contractor or its personnel will not be tolerated and will be considered grounds for contract termination:

7.1.12.1 All state facilities are non-smoking; the Contractor and its personnel must adhere to this requirement. The use of tobacco products is prohibited, except within designated smoking areas.

7.1.12.2 It is illegal to have in one's possession any illegal drug or alcoholic beverage while on state property. Contractor's personnel shall not consume any illegal or illegally obtained drug or alcoholic beverage while on duty.

7.1.12.3 The Contractor's personnel should refrain from using foul, abusive, or profane language on state property.

7.1.12.4 The Contractor's personnel shall not flirt or fraternize with Agency personnel or any visitor at the Agency.

7.1.12.5 Contractor's personnel shall not solicit or otherwise interfere with the work of the Contracting Agency employees.

7.1.12.6 Contractor's personnel shall not engage in personal activities (such as, but not limited to texting, personal phone calls, reading magazines, etc.) while on the

job, and shall comply with the Agency's restrictions regarding visitation with friends, family members or acquaintances while on the job.

7.1.12.7 The Contracting Agency reserves the right to inspect and search all Contractor's personnel while on facility grounds.

7.1.12.8 Contractor's personnel are required to sign-in and sign-out at most state facilities. Security provisions for all state facilities must be strictly observed.

7.1.12.9 Contractor's personnel may be required to provide photographic identification for inspection upon entering state facilities and/or grounds. Contractor identification badges, personal identification of the individual employee, and/or visitor badges shall be worn and clearly visible while on state property.

7.1.13 Accurately describe the job duties required to the contract worker; and,

7.1.14 Perform all services provided in the contract between the Contractor and the Contracting Agency in accordance with customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agencies. No statement within this IFB shall negate compliance with any applicable governing regulation. The absence of detailed specifications or the omission of a detailed description shall be recognized as meaning that only the best commercial practices are to prevail.

7.2 Contractors shall also:

7.2.1 Administer and maintain all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by State, Federal and local laws such as social security and withholding taxes;

7.2.2 Make all unemployment compensation contributions as required by Federal and State law(s) and process claims as required;

7.2.3 Ensure that all contract janitorial workers receive and pass a drug test prior to hire and provide copies of all personnel drug test as required by the agency (test must show that employees are drug free);

7.2.4 Conduct periodic drug testing of janitorial personnel at the contractor's expense throughout the year at a minimum of twice per year and provide copies of the results as required by the Agency;

7.2.5 Arrange for a Contracting Agency to interview a potential new janitorial worker, at the bidder/contractor's expense, for a period of up to one (1) hour.

7.2.6 Employ only qualified personnel who are proficient in performing assigned tasks, are drug-free, and proficient in the English language;

7.2.7 Perform a background check and/or drug screening prior to hire and, if requested, verify and/or provide the results to the Contracting Agency;

7.2.8 Arrange for contract janitorial workers to attend agency-specific orientation, not to exceed two (2) hours, prior to beginning first assignment, if requested by the Contracting Agency (in which case, license must be provided prior to orientation).

7.2.9 Upon being awarded an agency contract, contractors should notify Brittney Thompson, Director of OPSCR at brittney.thompson@dfa.ms.gov, please include contractor's contact information, contracting agency and contract term dates.

Section 8 – Minimum Bidder Qualifications to be Deemed Responsible

8.1 Bidder must have been in business and providing janitorial workers similar in requirements and scale to those described in this IFB for a minimum of two (2) years.

8.2 Bidder must provide a copy of business license(s) and proof that its company is eligible to provide janitorial services in the State of Mississippi

8.3 Bidder must have provided a minimum of forty (40) janitorial worker placements over the past two (2) years.

8.4 Bidder must maintain an office in each region bid (or, if bidder does not have an office in the region, bidder must explain how it will service the region bid on the Bid Cover Sheet, **Attachment C**) and must provide all the required information for each region bid, for verification purposes.

8.5 Bidder must maintain a pool of qualified workers to fill the requests from Contracting Agencies. Please provide the average number of workers you have that meet the minimum requirements for each work group.

8.6 These minimum qualifications are in addition to a minimum score of six (6) on the Reference Score Sheet (**Attachment F and I**) from reference interviews by the DFA OPSCR with **two** bidder references (for a total minimum score of twelve (12)), as well as all other requirements of this IFB. (*See* **Section 11.1.3** and **Attachments E)**

Section 9 – Duration

Contractors added to the PVL will remain on the list until October 7, 2023, at which time that list will expire. However, if a Contracting Agency enters into a contract with a preapproved Contractor prior to the expiration date of October 7, 2023, that contract may be renewed at the same rates listed on the PVL until October 6, 2025. Prices submitted in response to the IFB will remain firm, valid, and

renewable until October 6, 2025 except that a bidder may raise prices to reflect a rise in the federal minimum wage, but only to the extent of the actual minimum wage increase

Section 10 – Removal from Preapproved List of Contractors for Janitorial Services

Contractors added to the PVL may be removed from the list for cause by the PPRB or added to the debarment list pursuant to Section 5-101, Debarment or Suspension, of the *Mississippi Office of Personal Service Contract Review Rules and Regulations* as updated and replaced by PPRB. Contractor's failure to honor submitted rates through October 6, 2025 may result in removal from the PVL and/or debarment.

Section 11 – Bid Submission Requirements

11.1 Submission format

The bid package must be sealed and must contain the following:

11.1.1 Bid Cover Sheet **(Attachment C)**.

11.1.2 Bid Form **(Attachment D)** – all pricing must be submitted on the bid form. Bidders may bid on one, two or all three categories. Failure to complete and/or sign the bid form may result in Bidders being determined nonresponsive.

11.1.3 References **(Attachment E)** – each bidder must furnish a listing of at least three (3) trade references along with the contact person (director or administrator), physical address, valid business email address, and phone number for each. These references must be familiar with the bidder's abilities in the areas involved with this solicitation. DFA staff will use these references to determine the bidder's ability to perform the services. It is the responsibility of the bidder to ensure that the reference contact information is correct and current. DFA staff will neither track down references nor be held responsible for incorrect or illegible email addresses. Bidders should verify before submitting their bid that the contact person, business email address, and phone number are correct for each reference. **DFA staff must be able to reach two (2) reference contact persons telephonically within two (2) business days of bid opening or receive a response from reference contact person within three (3) business days of reference score sheet being emailed to be considered responsive. Further, the bidder must score a minimum of six (6) points on each Reference Score Sheet which will be used by the DFA staff when interviewing the two (2) references (for a total minimum scoring requirement of twelve (12) points) to be considered responsive and/or responsible.** (*See* **Section 8.6** and **Attachments F and I**.) Only bidders who are found responsive and responsible will have their bids considered. Bidder may submit as many references as desired. The DFA OPSCR will begin contacting references at the top of the list and will continue down the list until they have completed Reference Score Sheets for two (2) references. After two (2) score sheets are completed, the reference check process will end.

11.1.4 Bid Submission Checklist **(Attachment M) –** This list is <u>not</u> all inclusive. Make sure

to read and follow instructions in this solicitation. It is the responsibility of the bidder to submit **ALL** requested documents with bid.

11.2 Submission requirements

11.2.1 Bidders placing bids in more than one region should submit **a complete and separate Attachment D "BID FORM FOR JANITORIAL SERVICES" for each region.** Mail or hand deliver the original bid form and two additional copies of the bid form in one sealed envelope to DFA OPSCR office (*see* Section 11.2.12).

11.2.2 The original bid packet and two copies of **Attachment D** for each region shall be signed and submitted in a sealed envelope or package to 501 North West Street, Suite 701E, Jackson, MS 39201 no later than **11:00 AM CST, Friday, September 18, 2020**. (*Also see,* **11.2.4** and **11.2.12**.)

11.2.3 Timely submission of the bid package is the responsibility of the bidder. Bids received after the specified time will be rejected will not be evaluated and shall remain in the procurement file.

11.2.4 The envelope or package shall be marked with the bid opening date and time, region(s) and number of the IFB (**See 11.2.12).**

11.2.5 The time and date of receipt will be indicated on the envelope or package by the DFA OPSCR

11.2.6 Each page of the bid form and all attachments shall be identified with the name of the bidder.

11.2.7 Failure to submit a bid on the bid form provided will be considered cause for rejection of the bid. **Modifications or additions to any portion of the bid document may be cause for rejection of the bid.**

11.2.8 The DFA OPSCR reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as nonresponsive.

11.2.9 As a precondition to bid acceptance, the DFA OPSCR may request the bidder to withdraw or modify those portions of the bid deemed nonresponsive that do not affect quality, quantity, price, or delivery of the service.

11.2.10 Any bidder claiming that its response contains information exempt from the Mississippi Public Records Act (*Miss. Code Ann.* § 25-61-1, *et. seq.*), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption.

11.2.11 All bid packages must be received by DFA OPSCR no later than **11:00 AM CST, Friday, September 18, 2020**. Bids submitted via facsimile (faxes) or electronically **will not** be accepted. It is suggested that if a bid is mailed to DFA OPSCR, it should be posted in certified mail with a return receipt requested. The only acceptable evidence

to establish the date of mailing is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Bidders should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper. DFA OPSCR will not be responsible for mail delays or lost mail.

11.2.12 Sealed bids should be mailed or hand delivered to and labeled as follows:

Janitorial Services Preapproved List
Bid No. 2020-03
Region(s): _____
Opening Date: 1:00 PM CST, Friday, September 18, 2020
Mississippi Department of Finance and Administration
Office of Personal Service Contract Review
Attention: Brittney Thompson
501 North West Street, Suite 701E
Jackson, Mississippi 39201
SEALED BID – DO NOT OPEN

Section 12 – Bidder Certification

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission and will contact DFA/OPSCR upon being awarded a contract with any state agency (*see* Section 7.2.11).

Section 13 – Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision, agency of the State of Mississippi, or any other state, and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision, agency of the State of Mississippi, or any other state.

Section 14 – Registration with Mississippi Secretary of State

By submitting a bid, the bidder certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by the DFA OPSCR that it has been placed on the PVL.

Section 15 – Insurance

15.1 Each successful bidder shall maintain insurance which, at a minimum, shall include the following types of insurance and coverage limits:

- **Comprehensive General Liability or Professional General Liability - $**1,000,000.00 each occurrence for bodily injury, personal injury, accidental death, and property damage, with the State of Mississippi added as an additional insured;

- **Workers' Compensation** as required by the State of Mississippi; and,

- **Employee Dishonesty Insurance or Fidelity Bond Insurance** with third party liability coverage and with limits of $1,000,000.

15.2 All insurance policies will list the State of Mississippi as an additional insured and upon request, the contractor will provide copies of any insurance documentation to the Contracting Agency.

15.3 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

15.4 The Contracting Agency may reserve the right to request from carriers, certificates of insurance regarding the required coverage.

15.5 Agencies may require greater limits and will negotiate with contractors regarding the same. THIS IS THE ONLY NEGOTIABLE TERM.

Section 16 – Bid Opening

Bid opening will be open to the public; however, this will include opening, reading, and listing the bid price on each bid only. No discussions will be entered into with any bidder as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening.

Section 17 – Award Notification

Awards for this procurement will be posted on the Mississippi State Personnel Board website at http://www.dfa.ms.gov. Bidders will be notified via e-mail of the awards. Additionally, a letter will be sent to all bidders.

Section 18 – Procurement Methodology

18.1 Restrictions on communication with PPRB and DFA staff

At no time shall any bidder contact, or attempt to contact, any PPRB or DFA staff regarding this IFB except the contact person as set forth in Section 4**.**

18.2 Cost of preparing bid

The PPRB and DFA accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

18.3 Independent price determination

By submitting a bid, the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purposed of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the bid. The prices quoted shall be inclusive of, but not limited to the following: all required equipment/material; all required insurance; all required overhead; all required profit; and, all required licenses, certifications, fees, or permits

18.4 Rejection of bids

A bid response that includes terms and conditions that do not conform to the terms and conditions in the IFB document is subject to rejection as non-responsive. Further, submission of a bid form that is not complete and/or signed is subject to rejection as non-responsive. DFA staff reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by DFA staff of non-responsiveness based on the submission of nonconforming terms and conditions. Furthermore, if a bidder's price is substantially higher than those of other bidders, meaning those in excess of a twenty- five percent (25%) differential, the bidder's price will be deemed non-responsive.

18.5 Withdrawal of bid

18.5.1 If a bid is substantially lower than those of other bidders, a mistake may have been made.

18.5.2 A bidder may withdraw its bid from consideration if certain conditions are met:

(1) The bid is submitted in good faith;
(2) The price bid is substantially lower than those of other bidders because of a mistake;
(3) The mistake is a clerical error, not an error of judgment; and,
(4) Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

18.5.3 To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to the DFA's staff of its claim of right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to the DFA staff, all original work papers, documents, and other materials used in the preparation of the bid.

18.5.4 A bidder may also withdraw a bid, prior to the time set for the opening of bids, by simply making a request in writing to the DFA OPSCR. No explanation is required.

18.6 Post-Award Debriefing

A bidder, successful or unsuccessful, may request a post-award debriefing, in writing, by

U.S. mail or electronic submission. The written request must be received by the Director of the DFA OPSCR within three (3) business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within five (5) business days of receipt of the request. If a bidder prefers to have legal representation present, the bidder must notify the Director of the DFA OPSCR in writing and identify its attorney by name, address, and telephone number. DFA OPSCR will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General can be present.

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-114 through 7-114.07, Post-Award Contractor Debriefing, of the *Mississippi Office of Personal Service Contract Review Rules and Regulations* as updated and replaced by PPRB.

18.7 Protest Award

Any actual or prospective bidder who is aggrieved in connection with this solicitation or the outcome of this IFB may file a protest with the Director of DFA OPSCR. The protest shall be submitted on or before **Friday, October 2, 2020, 5:00 PM CST**, in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. The written protest letter shall contain an explanation of the specific basis for the protest. All protests must be in writing, dated, signed by the bidder or an individual authorized to sign contracts on behalf of the protesting bidder, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting bidder must provide facts and evidence to support the protest. A protest is considered filed when received by the Director of DFA OPSCR via either U.S. mail, postage prepaid, or by personal delivery. Protests filed after **Friday, October 2, 2020, 5:00 PM CST**, will not be considered.

Section 19 – Required Contract Terms and Conditions

Any contract entered into with a Contracting Agency pursuant to a contractor/bidder being placed on the preapproved list shall have the required clauses found in **Attachment G** and those required by the *Mississippi Personal Service Contract Review Board's Rules and Regulations* as updated and replaced by PPRB.

Section 20 – Optional Contract Terms and Conditions

Any contract entered into with a Contracting Agency pursuant to a Contractor/Bidder being placed on the PVL may have, at the discretion of the Contracting Agency, the optional clauses found in **Attachment H** and those within the *Mississippi Office of Personal Service Contract Review Rules and Regulations* as updated and replaced by PPRB.

Section 21 – Note to Agencies and Contractors

Agencies are cautioned that this procurement may not comply with guidelines from outside funding sources such as the Federal Government or various grants. It is the Contracting Agency's responsibility, when using such funding sources, to verify that this IFB meets the procurement requirements of same. **This procurement does not replace Agencies' currently active service contracts, and Agencies will not be asked to terminate their current contracts.** Agencies do not have to contract with the contractors on the preapproved list; however, using contractors from the list will eliminate the need for procurement.

Section 22 – Mississippi State Personnel Board Website

This IFB, questions and answers concerning this IFB, and the PVL for Janitorial Services will be posted on the DFA website at http://dfa-web16.dfa.ms.gov/dfa-offices/personal-service-contract-review/invitations-for-bids/.

Section 23 – Attachments

The attachments to this IFB are made a part of this IFB as if copied herein in words and figures.

INTENTIONALLY LEFT BLANK

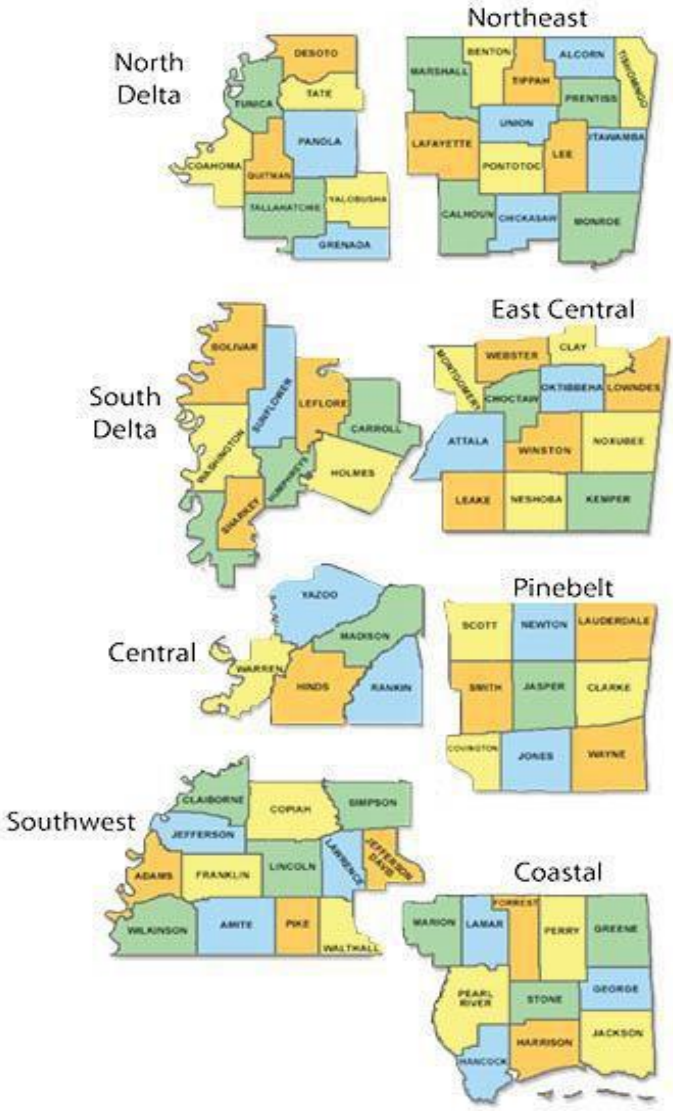
ATTACHMENT A

North Delta
Coahoma
Desoto
Grenada
Panola
Quitman
Tallahatchie
Tate
Tunica
Yalobusha

South Delta
Bolivar
Carroll
Holmes
Humphreys
Issaquena
Leflore
Sharkey
Sunflower
Washington

Central
Hinds
Madison
Rankin
Warren
Yazoo

Southwest
Adams
Amite
Claiborne
Copiah
Franklin
Jefferson
Jefferson Davis
Lawrence
Lincoln
Pike
Simpson
Walthall
Wilkinson



Northeast
Alcorn
Benton
Calhoun
Chickasaw
Itawamba
Lafayette
Lee
Marshall
Monroe
Pontotoc
Prentiss
Tippah
Tishomingo
Union

East Central
Attala
Choctaw
Clay
Kemper
Leake
Lowndes
Montgomery
Neshoba
Noxubee
Oktibbeha
Webster
Winston

Pinebelt
Clarke
Covington
Jasper
Jones
Lauderdale
Newton
Scott
Smith
Wayne

Coastal
Forrest
George
Greene
Hancock
Harrison
Jackson
Lamar
Marion
Pearl River
Perry
Stone

ATTACHMENT B

Illustrative Example of Awarding Placement on Preapproved List and Ranking of Bids

Hourly cost will be totaled and averaged per company. After averaging, the lowest responsive and responsible, averaged bids will be placed on the list for that region and ranked according to the lowest, second lowest, third lowest price, so on and so forth.

Example Bids (per square foot) for all janitorial service categories for Central Region:

The example costs may not reflect actual rates on current contracts and may be higher or lower than current rates. This information should not be relied upon when submitting a bid.

Bidder	After Hours Only	With On-site Worker	Business Hours Only	Overall Average Bid Price
Company A	$1.15	$1.90	$1.50	$1.52
Company B	$1.53	$2.25	$1.60	$1.79
Company C	$2.05	$2.40	$2.25	$2.23
Company D	$1.00	$1.65	$1.25	$1.30
Company E	$0.98	$1.53	$1.25	$1.25
Company F	$1.27	$2.05	$1.36	$1.56

Lowest ranking "Winning Bidders" to be placed on the preapproved list: Companies E, D, A and so on.

Winning Bidders ranked **lowest average bid to highest average bid** in each janitorial service category:

After Hours Only: Companies E, D, A, and so on.
With On-site Worker: Companies E, D, A, and so on.
Business Hours Only: Companies D and E (tie), Company A and so on.

- An Agency needing janitorial services after hours only should call Company E first, then D, then A and so on.
- An Agency needing janitorial services after hours with an on-site worker during business hours should contact Company E first, then D, then A and so on.
- An Agency needing janitorial services during business hours only should contact Company D or E first and then A and so on.

Lowest ranking Overall Average Winning Bidders for After Business Hours Janitor(s): Companies A, B, E, and so on.

Winning Bidders ranked **lowest to highest**: Company A, Companies B and E (tie), and so on.

- An agency needing After Business Hours Janitor(s) in the Central Region would contact Company A first, then Company B or E, second and third.

ATTACHMENT C

BID COVER SHEET

The Public Procurement Review Board, on behalf of the State of Mississippi, plans to develop a Preapproved Contractor List of Providers for Janitorial Services, and invites your bid.

Janitorial Services include three separate categories: (1) after business hours only; (2) after business hours with on-site worker during business hours; and, (3) during business hours only.

Services listed above will be provided by region. *See* map of regions in **Attachment A.**

Bids are to be submitted to the address as listed in Section 11.2.12 of this IFB, on or before **September 18, 2020, 11:00 AM CST.**

NAME OF COMPANY _____

QUOTED BY _____

SIGNATURE _____

ADDRESS _____

CITY/STATE/ZIP _____

TELEPHONE _____

FAX NUMBER _____

EMAIL ADDRESS _____

Name and phone number of Company Representative to be contacted by Agencies seeking to contract for services pursuant to this IFB _____

FEI/FIN # (if company, corporation, or partnership):	
SS# (if individual):	

In addition to providing the above contact information, please answer the following questions regarding your company:

What month and year was your company established? _____

How many years and months has company been in the business of performing the services called for in this IFB? _____

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation.
_____
_____
_____.

Does company have office in each region? If bidder does not have an office in bided region, explain how the company will service the region.
_____
_____
_____

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms.
_____
_____
_____
_____
_____

Is your company licensed or certified to provide said services as required by any and all applicable Federal and State law(s)? _____

List all licenses, certifications, and permits the company possesses that are applicable to performing the services required in this IFB. **Include copies of all licenses, certifications, and permits with submission bid.** _____
_____
_____

How many accounts of comparable type or size of operation has this company provided said services for in the past two (2) years? _____

List the name(s) of comparable accounts _____
_____
_____

What is the largest (in square feet) customer this company has provided janitorial services for in the past two (2) years? _____
List the name of the customer _____

How many contract janitorial workers has your company placed in the past two (2) years? _____

What is the average number of workers you currently have in the State of Mississippi that meet the minimum requirements?

_____

List the number of janitorial workers you currently have that meet the minimum requirements living within each Region bided.

Janitorial Workers	Region	Number of workers living in Region
	Central	
	Coastal	
	East Central	
	North Delta	
	Northeast	
	Pinebelt	
	South Delta	
	Southwest	

Describe any specific services which your company offers along with any specialized experience and/or education of your current contract janitorial workers._____

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

ATTACHMENT D

BID FORM FOR JANITORIAL SERVICES

Services to be provided in Region: _____

Company	Contact Person	Telephone Number

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

1. All required equipment/material;
2. All required insurance;
3. All required overhead;
4. All required profit;
5. All required vehicles;
6. All required fuel, mileage, and travel time;
7. All required labor per man-hour and supervision;
8. The cost of any business and professional licenses, permits, or fees; and,
9. Any and all other costs.

All pricing for professional janitorial services should include all associated costs with no additional or hidden fees. Price ranges are not acceptable and will be deemed non-responsive.

Janitorial Service	Price per square foot
After business hours only	
After business hours with on-site worker during business hours	
During business hours only	

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

1. That he/she has thoroughly read and understands the IFB and Attachments thereto;

2. That the company meets all requirements and acknowledges all certifications contained in the IFB and Attachments thereto;

3. That the company agrees to all provisions of the IFB and Attachments thereto including, but not limited to, the Required and Optional Clauses to be included in any contract resulting from this IFB (**Attachments G and H**);

4. That the company will perform the services required at the prices quoted above; and

5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date; and,

6. The Contractor represents that its workers are licensed, certified and possess the requisite credentials to perform janitorial services.

7. **NON-DEBARMENT-**By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision, agency of the State of Mississippi, or any other state and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision, agency of the State of Mississippi, or any other state.

8. **INDEPENDENT PRICE DETERMINATION-**The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without (for the purpose of restricting competition) any collusion, consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid/offered.

9. **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES-**The prospective contractor represents as a part of such Contractor's bid or proposal that such Contractor has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

10. **REPRESENTATION REGARDING CONTINGENT FEES-**The Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Contractor's bid or proposal.

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

Company Name: _____

Printed name of representative: _____

Date: _____

Signature: _____

ATTACHMENT E

REFERENCES

REFERENCE #___
Name of Company: _____
Dates of Service: _____
Contact Person (Director or Administrator ONLY): _____
Address:_____
City/State/Zip: _____
Telephone Number: _____
E-mail:_____

REFERENCE #___
Name of Company: _____
Dates of Service: _____
Contact Person (Director or Administrator ONLY): _____
Address:_____
City/State/Zip: _____
Telephone Number: _____
E-mail:_____

REFERENCE #___
Name of Company: _____
Dates of Service: _____
Contact Person (Director or Administrator ONLY): _____
Address:_____
City/State/Zip: _____
Telephone Number: _____
E-mail:_____

Bidder shall include as a reference, all past agencies in which they have contracted. Bidder may submit as many references as desired by submitting as many additional copies of this Attachment, as deemed necessary. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, bidders are encouraged to submit additional references to ensure that at least two references are available for interview. DFA staff must be able to reach two (2) reference contact persons telephonically within two (2) business days of bid opening or receive a response from reference contact person within three (3) business days of reference score sheet being emailed to be considered responsive.

*Bidder's wishing to submit additional references, may make photocopies of Attachment E.

ATTACHMENT F

Reference Score Sheet

TO BE COMPLETED BY DFA STAFF ONLY

Region: _____

Bidder Name: _____

Reference Name: _____

Person Contacted, Director or Administrator of Facility (circle one):_____

Date/Time Contacted: _____

Service From/To Dates: _____

Able to provide janitorial worker(s) when you called	Yes	No
Satisfied with the janitorial worker(s) provided? If no, please explain below.	Yes	No
Contractor easy to work with in scheduling a janitorial worker(s)	Yes	No
Was the janitorial services completed on time and within budget?	Yes	No
Contractor listened when you had an issue and readily offered a solution (if never had an issue, please check here ___)	Yes	No
Would you recommend this Contractor?	Yes	No
Would you enter into a contract with this Contractor again?	Yes	No
Do you have any business, professional or personal interest in the bidder's organization? If yes, please explain below.	Yes	No

Each "yes" is one point; each "no" is zero points. Bidder must have a minimum score of "6" from two bidder references (total of "12" points) to be considered responsible and for its bid to be considered.

Score: _____Pass/Fail

Called by: _____

Notes:

_____
_____
_____
_____
_____
_____

ATTACHMENT G

Required Clauses for Service Contracts Resulting from this IFB

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

2. Approval: It is understood that this contract requires approval by the Public Procurement Review Board. If this contract is not approved, it is void and no payment shall be made hereunder.

3. Availability of Funds: It is expressly understood and agreed that the obligation of the Agency 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 Agency, the Agency 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 Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

4. Compliance with Laws: Contractor understands that the Agency 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.

5. 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 § 31-7-301 *et seq*.

   E-Verification: If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996

that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

a. 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;
b. 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,
c. 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.

6. Insurance: Contractor represents that it will maintain workers' compensation insurance which shall inure to the benefit of all Contractor's personnel provided hereunder; comprehensive general liability or professional liability insurance, with minimum limits of $1,000,000.00 per occurrence; and employee dishonesty or fidelity bond insurance with minimum limits of $1,000,000.00 with third party liability coverage. All general liability, professional liability, employee dishonesty, and fidelity bond insurance will provide coverage to the State of Mississippi as an additional insured. The Agency 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.

7. 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.

8. Procurement Regulations: The contract shall be governed by the applicable provisions of the *Mississippi Office of Personal Service Contract Review Rules and Regulations* as updated and replaced by PPRB, a copy of which is available at 501 North West Street, Suite 701E, Jackson, MS 39201, for inspection, or downloadable at http://www.dfa.ms.gov.

9. Renewal of Contract: The contract may be renewed at the discretion of the Agency upon written notice to Contractor at least [NUMBER] days prior to each contract anniversary date for a period of [NUMBER] successive one-year periods under the same prices, terms, and conditions as in the original contract and/or subsequent contracts. The total number of renewal years permitted shall not exceed [NUMBER], or extend October 6, 2025.

10. Representation Regarding Contingent Fees: Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

11. Representation Regarding Gratuities: Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* as updated and replaced by PPRB.

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

13. 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 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.

14. Termination for Convenience:

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

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

15. Termination for Default:

a. *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.

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.

b. *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.

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

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

e. *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.

16. Termination Upon Bankruptcy: This contract may be terminated in whole or in part by Agency 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.

17. Trade Secrets, Commercial and Financial Information: It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term

of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

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

ATTACHMENT H

Optional Clauses for Use in Service Contracts Resulting from this IFB
(At Discretion of Contracting Agency)

Appendix H includes (alphabetically by title) various service contracting clauses which are available for use. Many clauses require the inclusion of additional information. A word or phrase in square brackets indicates that the information identified is to be inserted (e.g., *[time], [date]).* Clarifications of clauses are in parentheses within or at the end of the clause. These are discretionary and the Agency is neither required to use them nor prohibited from using others which are not included in this appendix.

1. 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.

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

3. 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.

4. Confidentiality: Notwithstanding any provision to the contrary contained herein, it is recognized that Agency is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq*. If a public records request is made for any information provided to Agency pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, Agency shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and

79-23-1 before disclosing such information. The Agency shall not be liable to the Contractor for disclosure of information required by court order or required by law.

5. Contractor Personnel: The Agency 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 Agency reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the Agency in a timely manner and at no additional cost to the Agency. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

6. Debarment and Suspension: Contractor certifies to the best of its knowledge and belief, that it:

    a. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
    b. has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
    c. has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    d. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
    e. has not, within a three-year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

7. Disclosure of Confidential Information: In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq*.

8. Exceptions to Confidential Information: Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:

    a. is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
    b. is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;

c. is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
d. is independently developed by the recipient without any reliance on confidential information;
e. is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
f. is disclosed with the disclosing party's prior written consent

9. Errors in Extension: If the unit price and the extension price are at variance, the unit price shall prevail.

10. Failure to Deliver: In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the Agency, 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 Agency may have.

11. Failure to Enforce: Failure by the Agency 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 Agency to enforce any provision at any time in accordance with its terms.

12. Final Payment: Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor shall execute and deliver to the Agency a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State's claims against Contractor under this contract.

13. 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.

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

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

16. Independent Contractor Status: Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Agency, and the Agency shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The Agency shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the Agency shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

17. Information Designated by Contractor as Confidential: Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information.

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

18. Integrated Agreement/Merger: This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Contractor.

Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Contractor on the basis of draftsmanship or preparation hereof.

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

20. No Limitation of Liability: Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.

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

For the Agency:	For Contractor:
[Name, Title]	[Name, Title]
[Agency Name]	[Contractor Name]
[Address]	[Address]
[City, State, Zip]	[City, State, Zip]

22. Non-solicitation of Employees: Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.

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

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

25. Priority. The contract consists of this agreement with exhibits, the procurement IFB

[number] (hereinafter referred to as IFB and attached as Schedule [ ]), and the response bid dated [date] by [CONTRACTOR NAME] (hereinafter referred to as Bid and attached as Schedule [ ]).

Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement with exhibits and, if still unresolved, by reference to the IFB and, if still unresolved, by reference to the Bid. Omission of any term or obligation from this agreement or attached Schedules [ ] or [ ] shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

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

27. Record Retention and Access to Records: Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

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

29. Right to Audit: Contractor shall maintain such financial records and other records as may be prescribed by the Agency or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the Agency, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

30. Right to Inspect Facility: The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.

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

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

33. Third Party Action Notification: Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

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

35. Waiver: No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

ATTACHMENT I

Email Reference Score Sheet

TO BE COMPLETED BY BIDDER REFERAL

Company: _____

Reference Name: _____

Reference Name Title: _____

Date: _____

Provided Service From/To Dates:

_____

Company able to provide janitorial worker(s) when you called?	Yes	No
Satisfied with the Janitorial service(s) provided? If no, please explain below.	Yes	No
Contractor easy to work with in scheduling janitorial workers(s)?	Yes	No
Was the janitorial services completed on time and within budget?	Yes	No
Contractor listened when you had an issue and readily offered a solution? (If never had an issue, please check here___.)	Yes	No
Would you enter into another contract with this Contractor again?	Yes	No
Would you recommend this Contractor?	Yes	No

Do you have any business, professional or personal interest in the Contractor's organization? If yes, please explain below.	Yes	No

Notes:

_____

_____

_____

_____

_____

_____

ATTACHMENT J

Janitorial Tasks Form

*An agency may utilize a form **similar** to this for Contractor's accountability of contracted services. This form will specify directions for submittal.*

Verify the following janitorial tasks were completed by placing a check mark in the space provided.

Contractor shall clean all offices, corridors, lobbies, conference rooms, public common areas, reception areas, mail rooms, stairwells, and elevators each workday including:

Dust and/or spot clean furniture and furnishings	
Empty wastebaskets, trash cans and recycling bins and install new liners as needed	
Vacuum and spot clean all carpeting	
Clean glass doors	
Spot clean walls and light switch covers	
Dust mop and wet mop non-carpeted floors	
Clean and disinfect water fountains	
Wipe chairs and tables and straighten magazines	
Wipe chairs and tables and straighten magazines	

Contractor shall clean all offices, corridors, lobbies, conference rooms, public common areas, reception areas, mail rooms, stairwells, and elevators weekly including:

Polish all wood surfaces, such as desk tops, credenzas, tables, bookcases, etc.	
Vacuum upholstered furniture and spot clean all carpeting	
Dust wall decor	
Damp wipe stairwell railings	
Wet mop stairwells, stair treads, and landings	
Clean elevator handrails and switch panels	

Contractor shall clean all restrooms each workday including:

Clean and disinfect commodes, urinals, and water basins	
Empty wastebaskets and install new liners as needed	
Clean all glass and mirrors	
Spot clean walls, partitions, and doors	
Sweep and wet mop floors with disinfectant	
Replenish supplies as needed	
Refill all dispensers	
Clean and polish bright metal works	

Contractor shall clean all break rooms and kitchens each workday including:

Empty wastebaskets and install new liners	
Clean all chairs and tables	
Sweep and wet mop floors	
Spot clean walls and doors	
Clean and disinfect water fountains	
Clean tops of trash barrels	
Replenish napkin holders	
Clean appliances and fixtures	

Contractor shall clean all areas as required by the agency monthly including:

Clean the interior and exterior (if possible) of all windows	
Dust low and high ledges, tops of door frames as well as window sills, moldings, shelves, and blinds	
Dust mop and vacuum vents and grills	
Remove spider webs	
Spot clean exterior entrance walls	
Buff and polish all non-carpeted floors	

Verify the following janitorial tasks were completed by placing the date of completion in the space provided.

Contractor shall perform the following task in all areas as required by the agency semi-annually:

Deep clean (strip, wax, seal, buff, steam clean as appropriate to floor type) all non-carpeted flooring	

Contractor shall perform the following task in all areas as required by the agency annually:

Deep clean /shampoo carpet	

Supervisor Signature and Date: _____

ATTACHMENT K

Janitorial Supplies Request Form

*An agency may utilize a form **similar** to this for the contractor to order necessary janitorial supplies. The form will specify directions for submittal.*

Description	**Minimum Quantity**	**Refill Requested**
Large Trash Bags	8 cases	
Small Trash Bags	8 cases	
Toilet Tissue	8 cases	
Rolled Paper Towels	5 cases	
Folded Paper Towels	5 cases	
Hand Soap	2 gallons	
Urinal Screens	1 dozen	
Deodorizing Spray	½ case	
Enzyme	½ case	
Air Freshener Refills	3 cases	

Supervisor Signature and Date: _____

ATTACHMENT L

Janitorial Task Schedule

*An agency may utilize a form **similar** to this for the janitorial task schedule.*

Janitorial services shall be provided daily during and after regular business hours. Regular business hours are usually 8:00 a.m. - 5:00 p.m., Monday through Friday.

If services are to be provided after regular business hours, the Contractor may be required to have one employee on site, during regular business hours to meet janitorial needs.

The following general services may be required by the agency, and provided in areas such as, offices, corridors, lobbies, conference rooms, public common areas, reception areas, mail rooms, stairwells, elevators, etc.

DAILY

a. Dust and/or spot clean furniture and furnishings
b. Empty wastebaskets, trash cans and recycling bins and install new liners as needed
c. Vacuum and spot clean all carpeting
d. Clean glass doors
e. Spot clean walls and light switch covers
f. Dust mop and wet mop non-carpeted floors
g. Clean and disinfect water fountains
h. Wipe chairs and tables and straighten magazines
i. Dry mop all wood floors
j. Clean and sanitize conference and breakroom countertops, sinks and cabinet faces
k. Perform other like tasks as required by the agency

WEEKLY

a. Polish all wood surfaces, such as desk tops, credenzas, tables, bookcases, etc.
b. Vacuum upholstered furniture and spot clean all carpeting
c. Dust wall decor
d. Damp wipe stairwell railings
e. Wet mop stairwells, stair treads, and landings
f. Clean elevator handrails and switch panels
g. Wet mop all wood floors
h. Perform other like tasks as required by the agency

MONTHLY

a. Clean window sills, frames, walls, doors, and windows on cubicles

The following general services may be required by the agency, and are to be provided in all restrooms:

DAILY

a. Clean and disinfect commodes, urinals, and water basins
b. Empty wastebaskets and install new liners as needed
c. Clean all glass and mirrors
d. Spot clean walls, partitions, and doors
e. Sweep and wet mop floors with disinfectant
f. Replenish supplies as needed
g. Refill all dispensers
l. Clean and polish bright metal works
h. Perform other like tasks as required by the agency

The following general services may be required by the agency, and are to be provided in all break rooms and kitchens:

DAILY

a. Empty wastebaskets and install new liners
b. Clean all chairs and tables
c. Sweep and wet mop floors
d. Spot clean walls and doors
e. Clean and disinfect water fountains
f. Clean tops of trash barrels
g. Replenish napkin holders
m. Clean and sanitize all kitchen appliances and fixtures
h. Perform other like tasks as required by the agency

The contractor shall perform the following tasks on a monthly basis in all areas as required by the agency:

MONTHLY

a. Clean the interior and exterior (if possible) of all windows
b. Dust low and high ledges, tops of door frames as well as window sills, moldings, shelves, and blinds
c. Dust mop and vacuum vents and grills
d. Remove spider webs
e. Spot clean exterior entrance walls
n. Buff and polish all non-carpeted floors
f. Perform other like tasks as required by the agency

The contractor shall perform the following tasks on a semi-annual basis in all areas as required by the agency:

SEMI-ANNUALLY

a. Deep clean (strip, wax, seal, buff, steam clean as appropriate to floor type) all non-carpeted flooring

The contractor shall perform the following tasks on an annual basis in all areas as required by the agency:

ANNUALLY

a. Deep clean/shampoo carpet

The contractor shall supply all equipment in good and proper working condition, such as vacuum cleaners, janitorial carts, cleaning supplies, and chemicals.

The agency shall supply all toilet paper, paper towels, soap, plastic liners, and other items not mentioned above, but the contractor is responsible for replenishing.

ATTACHMENT M

Contractor Bid Submission Checklist

	Attachment C – Bid Cover Sheet
	Attachment D – Bid Form for All Region(s) in which Contractor is bidding
	Two copies of Attachment D for ALL Region(s) in which Contractor is bidding
	Attachment E – References which can be contacted within 2 or 3 days of bid opening.
	Copies of ALL contractor's certificates, licenses and registration with MS Secretary of State (if applicable), included in bid submission packet
	Signed Acknowledgement of Amendments
	Identify each bid submission page with the name of bidder. See 11.2.6
	Bid envelope or bid packet identifies (1) bid opening date; (2) submission deadline time; (3) regions; (4) RFX number. See 11.2.4 and 11.2.12
	Submission envelope list ALL Bid Region(s). See 11.2.12

This list is not all inclusive. Make sure to read and follow instructions in this solicitation. It is the responsibility of the bidder to submit all requested documents with bid.

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END OF DOCUMENT