

INVITATION FOR BIDS

IFB No. 2025-04

RFx: 3160007530

Preapproved List of Vendors for Handyman Services



Mississippi Department of Finance and Administration
Office of Statewide Strategic Sourcing
501 North West Street, Suite 1300
Jackson, Mississippi 39201

Issue Date:
August 15, 2025

Closing Date:
September 19, 2025, at 5:00 pm CDT

Contact:
Shannon Smith
Shannon.Smith@dfa.ms.gov
(601) 359-3451

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Section 1. Solicitation Information

1.1. Authority

The Public Procurement Review Board (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. Miss. Code Ann. § 27-104-7(2)(i).

1.2. Purpose

The Office of Statewide Strategic Sourcing (OSSS), a division of the Mississippi Department of Finance and Administration (DFA), is seeking to establish a Preapproved Vendor List (PVL) for Handyman Services. This PVL will be used exclusively by the DFA for routine repair and maintenance services at DFA-managed buildings located within the Jackson metropolitan (tri-county) area. These services will **not** include construction, as defined by Mississippi Code Annotated § 31-7-1(g), which states:

"Construction" means the process of building, altering, improving, renovating or demolishing a public structure, public building, or other public real property. It does not include routine operation, routine repair or regularly scheduled maintenance of existing public structures, public buildings or other public real property.

OSSS invites bids from qualified vendors who provide handyman services. Once the PVL is established, DFA may choose and hire vendors from this list as needed, without having to run a separate bidding process each time.

Vendors on the PVL must agree to provide services as needed in the Jackson metro area and to adhere to the prices, terms, and specifications outlined in this Invitation for Bids (IFB). Being on the PVL does not guarantee the Vendor will receive work. DFA will choose vendors from the list based on its needs.

1.3. Timeline

IFB Issue Date:	August 15, 2025
Questions and Requests for Clarification Due:	August 25, 2025, at 5:00 pm CDT
Anticipated Posting of Answers to Questions:	September 5, 2025
Bid Package Submission Deadline:	September 19, 2025, at 5:00 pm CDT
Bid Opening:	September 22, 2025
Anticipated Date of the Notice of Intent to Award:	October 31, 2025

OSSS may post answers to vendor questions and issue the Notice of Intent to Award on dates different from those listed above. Any other date changes will require a written amendment.

1.4. Questions or Requests for Clarification

1.4.1. Vendors must email all questions to Shannon Smith at Shannon.Smith@dfa.ms.gov.

1.4.2. Vendors must send questions **no later than August 25, 2025, at 5:00 pm CDT**. It is the vendor's responsibility to make sure questions are submitted on time. OSSS may not answer questions submitted after the deadline.

1.4.3. OSSS will publish all questions and answers on the DFA website and the procurement portal so that all vendors have the same information.

1.4.4. OSSS, DFA, and PPRB will not be bound by any verbal or written information not contained within this IFB unless a written amendment to the IFB is issued.

1.5. General References Throughout the IFB

1.5.1. "OSSS," "DFA," and "PPRB" may be used interchangeably in this IFB where relevant..

1.5.2. "DFA website" refers to: <https://www.dfa.ms.gov/invitations-bids>.

1.5.3. "Procurement portal" refers to: https://www.ms.gov/dfa/contract_bid_search/Home/Buy.

1.6. Acknowledgment of Amendments

Should an amendment to the IFB be issued, OSSS will post it on the DFA website and the procurement portal in a manner that all Vendors will be able to view. Vendors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid package, identifying the amendment number and date in the space provided on the bid form, or by email or letter. OSSS must receive the acknowledgment by the time and at the place specified as the bid package submission deadline. Vendors are responsible for monitoring the DFA website for amendments to the IFB.

1.7. Attachments to the IFB

The Attachments to this IFB are fully incorporated into the IFB.

1.8. Restrictions on Communication with PPRB and DFA Staff

Vendors and their employees must not contact any PPRB members or DFA staff about this IFB, except for the contact person listed on the cover page.

1.9. Cancellation of Solicitation or Rejection of Individual Bids

At OSSS's sole discretion, an IFB may be canceled or any or all responses to the solicitation may be rejected, in whole or in part, when OSSS determines that it is in the Agency's best interest to do so.

Section 2. Scope of Services and Requirements

2.1. Work Authorization and Oversight

Contractors may not start any work without written approval from DFA Capitol Facilities. After completing the work, contractors must get written confirmation of completion before sending an invoice. Work done without following this process might not be paid. If work affects historic parts of a building, extra approval may be needed from the Mississippi Department of Archives and History (MDAH). DFA will help with this, but the contractor is responsible for getting the necessary clearances. Contractors may not store tools, equipment, or materials at DFA buildings or job sites without written permission. DFA is not responsible for any loss, theft, or damage to contractor property stored on DFA property.

2.2. Scope of Services

Contractors may be called upon to perform a range of general maintenance and handyman tasks, including but not limited to the following categories:

2.2.1. Carpentry and General Repairs

- Repair or replace interior or exterior doors
- Install or remove shelving, whiteboards, signs, or wall-mounted items
- Repair cabinets, drawers, trim, baseboards, or non-structural framing
- Patch, sand, or finish drywall and minor plaster
- Replace ceiling tiles or repair ceiling grids

2.2.2. Painting and Surface Work

- Paint interior and exterior walls, ceilings, doors, or trim
- Prepare surfaces (patching, sanding, priming)
- Touch-up painting after repairs or moves
- Minor stucco or texture repairs

Note: DFA Capitol Facilities must approve all paint colors and finishes.

2.2.3. Minor Plumbing Repairs (no license required)

- Replace faucet parts
- Tighten or replace handles and fittings
- Caulk around sinks or toilets
- Clear simple drain clogs using basic tools
- Repair or replace toilet hardware
- Change water filters in fountains

2.2.4. Minor Electrical Work (no license required)

- Replace light bulbs, ballasts, and light covers
- Replace switch plates or outlet covers
- Reset breakers (with approval)
- Install smoke detectors or small electronic devices (not full systems)

Note: No licensed electrical work is permitted under this contract.

2.2.5. Miscellaneous and Facility Support

- Set up or take down meeting rooms
- Move office furniture or supplies on-site
- Perform minor concrete patching
- Reattach loose gutters or downspouts
- Install weather stripping or caulking for weatherization
- Report safety hazards or needed repairs

2.3. Excluded Services

This agreement does **not** include the following:

- HVAC, plumbing, or electrical work that requires a license
- Structural or load-bearing wall work
- Installing TVs or electronics wiring
- Locksmith services
- Work on equipment under manufacturer warranty
- Pest control, lawn care, landscaping, or janitorial services
- Installation of large systems (like fire alarms or network systems)

2.4. Service Schedule

Work must be scheduled to avoid disrupting normal operations. Most work will occur Monday through Friday, 8:00 AM – 5:00 PM, but contractors may occasionally need to work outside these hours. Contractors must follow the security procedures of each building. Any violations may result in the termination of the contract. Contractors must check in and out with the designated Agency contact at each visit. Sign-in/sign-out logs may be required.

2.5. Contract Deliverables

Upon execution of a contract to provide Handyman Services for DFA, the Vendor shall:

2.5.1. Assign an Account Representative to work directly with the designated DFA Representative managing the contract;

2.5.2. Acknowledge all handyman service requests within 24 hours and provide an estimated timeline for completion. For routine services, aim for a turnaround time of 48 hours from DFA's authorization, unless otherwise directed in emergencies or urgent cases;

2.5.3. Coordinate with DFA to schedule work. The Agency reserves the right to adjust the schedule at any time. Both parties must agree upon any changes. Failure to maintain the schedule without approval may be considered a service deficiency or default.

2.5.4. Follow check-in and check-out procedures as required by each facility, including sign-in/out logs and security protocols.

2.5.5. Provide all necessary reports and updates to the DFA Representative as requested;

2.5.6. Maintain enough qualified workers to meet the Contracting Agency's needs, including a competent supervisor or foreman. The supervisor must:

- Be on-site when crews are working

- Direct daily activities
- Handle any damage reporting promptly
- Manage security related to staff, equipment, and supplies

2.5.7. Provide qualified, drug-free, properly trained workers who are appropriately dressed. Required attire includes long pants and shirts with sleeves (short or long). Clothing such as tank tops, sleeveless shirts, rolled-up sleeves, shorts, or vests worn without shirts is prohibited.

2.5.8. Ensure that its employee(s) understand job duties and report on time to the assigned work location;

2.5.9. Handle disciplinary issues promptly and prohibit employee(s) from approaching DFA staff for assistance with their own management or supervisory issues;

2.5.10. Remove and replace any employee who is not performing adequately at no extra cost to DFA;

2.5.11. Administer and maintain all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by the state, federal, and local laws, such as social security and withholding taxes. It is the sole responsibility of the Vendor to comply with laws or regulations requiring an employer to withhold and/or pay employment-related taxes or other withholdings required by law;

2.5.12. Make all unemployment compensation contributions required by federal and State law and process claims as required;

2.5.13. Ensure all work complies with industry best practices, OSHA safety standards, and applicable laws, codes, rules, and regulations;

2.5.14. Provide all necessary labor, tools, vehicles, equipment, and materials to complete the handyman services. All materials and equipment used must meet industry standards and comply with OSHA safety requirements. Any costs necessary to bring materials or equipment into compliance are the Vendor's responsibility. DFA does not permit markups, handling fees, or additional charges for materials or supplies. DFA will only reimburse Vendors for the actual cost of materials, and only if the Vendor provides original, itemized receipts with the invoice. Time spent traveling to buy materials is considered part of the Miscellaneous and Facility Support hourly labor rate and can be billed as labor time. No separate trip charges, mileage fees, or other additional costs for buying materials are allowed unless DFA gives written approval in advance.

2.5.15. Operate and maintain vehicle(s) in accordance with all applicable laws and regulations of the State of Mississippi and those established by DFA at the Contractor's expense;

2.5.16. Be responsible for any damage to buildings, interiors, or grounds as a result of their work.

2.5.17. Repair or replace any such damage at the Vendor's expense. A joint inspection between the Vendor and the Agency representative will determine the extent of damage. The Agency may withhold payment to cover costs for repairs if necessary.

2.6. Compliance with Contracting Agency Policies

Vendors must comply with all policies, procedures, and laws applicable at the work sites, including but not limited to:

2.6.1. State facilities are non-smoking. Vendors and their personnel must use only designated smoking areas.

2.6.2. The Vendor and its personnel shall not possess illegal drug or alcohol on State property. The Vendor and its personnel shall not consume any unlawful or illegally obtained drug or alcoholic beverage while on duty.

2.6.3. The Vendors' personnel must avoid using foul, abusive, or profane language on State property.

2.6.4. DFA reserves the right to inspect and search all Vendor personnel and/or vehicles anytime while on facility grounds.

2.6.5. Vendor personnel may be required to show photo identification to enter facilities or wear visible, Agency-approved ID badges at all times while on State property.

2.6.6. Deviations from any of the policies in **Section 2.6** may be considered grounds for contract termination.

2.7. Detailed Scope to be Provided by DFA

When DFA selects a vendor from the PVL, DFA will provide that Vendor with a detailed scope that describes the work, deliverables, deadlines, and budget for the specific job.

2.8. Duration of Services to be Provided

Pending PPRB approval, the Handyman Services PVL is expected to begin on December 3, 2025, and remain in effect through November 30, 2030. Vendors may enter into new contracts with agencies between December 3, 2025, and November 30, 2028. No new contracts may be signed after that date, but contracts signed on or before November 30, 2028, may be extended through November 30, 2030. OSSS reserves the right to request that PPRB approve an earlier or later effective date for the PVL. If the PVL effective date changes, these dates will be adjusted accordingly.

2.9. Bid Prices

Contracts resulting from this Invitation for Bids shall be Indefinite Quantity, Fixed-Price Contracts. Labor shall be billed at fixed hourly rates as bid. Materials and supplies needed to complete the work will be reimbursed at actual cost with no markup, as long as original, itemized receipts are provided. Bid prices submitted in response to this IFB shall remain firm, valid, and renewable for five (5) years following the effective date of the PVL, except for any price adjustments as set forth in **Section 2.9.1**.

2.9.1. Price Adjustment

When contracting with a PVL vendor, DFA may choose to include the price adjustment clause stated in **Section 2.9.1.1**; no price changes will be allowed in any contract unless that specific clause is included. Vendors should assume that price adjustments will not be allowed when they prepare their bids for this IFB.

2.9.1.1. A price adjustment may be allowed in the event unanticipated market disruptions occur such that the hourly rates bid by the Vendor in response to Invitation for Bids 2025-04, Preapproved List of Vendors for Handyman Services, are no longer viable for the provision of services required by the Agency. The Vendor shall provide a market analysis regarding the viability of the originally bid rates and rates the Contractor contends would be viable under the current market conditions. The Contractor shall also provide any other support for the request for a price adjustment required by the Agency. The Agency has the sole discretion to determine whether a price adjustment will be allowed, the amount of the price adjustment, and the duration of the price adjustment. Any price adjustment made under this provision shall be limited to only that which is required to accommodate the precipitating market disruption. Under no circumstances shall a price adjustment result in the adjusted hourly rates exceeding 110% of the original hourly rate. (For example, an original hourly rate of \$100.00 could be increased up to, but not to exceed, \$110.00 under this clause.) No price adjustment will be allowed other than as described in this paragraph. When preparing bids, Vendors shall assume no such price adjustment will occur during the life of the contract. Any approval of a price adjustment shall be contained in a duly executed written amendment to this Contract.

2.9.2. When selecting a vendor from the PVL, Contracting Agencies may consider multiple factors, including, but not limited to, price, past performance, technical capabilities, and capacity to meet project requirements. While price is important, it may not be the sole determining factor in selecting a vendor.

2.10. Insurance Requirements

2.10.1. Each successful Vendor shall maintain insurance which, at a minimum, shall include the following types of insurance and coverage limits:

2.10.1.1. *Workers' Compensation* as required by the laws of the State of Mississippi; and

2.10.1.2. *Comprehensive General Liability or Professional General Liability* with minimum limits of \$1,000,000.00 per occurrence for bodily injury, personal injury, accidental death, property damage, employee dishonesty, and identity theft; and

2.10.2. All insurance policies shall list the **State of Mississippi** as an additional insured. Vendors must provide proof of insurance when asked.

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

2.10.4. The Contracting Agency may reserve the right to request certificates of insurance directly from the Vendor's insurance carrier regarding the required coverage.

2.10.5. Agencies may require greater limits and will negotiate with Vendors regarding the same. *This is the only negotiable contract term.*

2.11. Contract Terms and Conditions

Once the preapproved vendor list for handyman services is established, DFA will use a contract substantially similar, if not identical, to the sample contract in **Attachment G** of this IFB. By submitting a bid, Vendors agree to enter into such contracts without major changes.

2.11.1. The scope of work outlined in this IFB, the rates submitted in response, and the required contract clauses under Appendix E of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* are fixed and non-negotiable.

2.11.2. Compensation for services will be in the form of a fixed-price contract. A fixed-price contract is an agreement that provides for a firm price or a price that may only be adjusted in accordance with contract clauses that allow for revision under specified circumstances. (See **Section 2.9.1.** regarding potential price adjustments.)

2.12. Removal from PVL

Vendors added to the PVL may be removed from the list for cause by the PPRB or added to the debarment list pursuant to Chapter 15, Exclusion of Vendor from Future Contract Awards, of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, as updated and replaced by PPRB. A vendor's failure to honor submitted rates for five years following the effective date of the PVL may result in removal from the PVL and/or debarment.

Section 3. Bid Submission and Bid Opening

3.1. Bid Submission Format

Vendors must submit all the documents listed below with their bid. Only the information on the Bid Form and the required attachments will be used to evaluate bids. Incomplete bids may be rejected.

The bid package must include:

- ☐ Bid Cover Sheet (**Attachment A**)
- ☐ Bid Form (**Attachment B**)
All pricing must be entered on the form. The Bid Form must be signed by someone authorized to sign contracts for the company.
- ☐ Signed Certifications and Assurances (**Attachment C**)
- ☐ Release of Bid as Public Record (**Attachment D**)
- ☐ References (**Attachment E**)
Provide at least three references. (You may submit up to five). References must be from customers the Vendor has worked for in the past five years on similar services. Include contact name, phone, and email. The Vendor is responsible for making sure references' contact information is correct. OSSS will contact references in the order they are listed. OSSS must reach at least two references within two business days of the bid opening. If not, the bid may be rejected. To qualify as responsible, the Vendor must score at least 6 points each on two Reference Score Sheets (**Attachment F**) for a total of at least 12 points.
- ☐ Acknowledgement of all IFB Amendments that may be issued before the closing date. See **Section 1.6**.

3.2 Bid Submission Requirements

All bids must be received by September 19, 2025, at 5:00 pm CDT. Late bids will be rejected and remain unopened in the procurement file. OSSS, DFA, and PPRB will not be responsible for delivery delays, lost packages, misdirected emails, or other errors.

A Vendor may submit its bid in **one** of two ways:

Option 1: Physical Bid	Option 2: Email
Mail or deliver the signed bid package in a sealed envelope to: Mississippi Department of Finance and Administration Office of Statewide Strategic Sourcing Attn: Shannon Smith 501 North West Street, Suite 1300 Jackson, MS 39201 Label the envelope clearly: SEALED BID – DO NOT OPEN Handyman Services	Email one complete, signed bid package to ALL of the following addresses: Shannon.Smith@dfa.ms.gov Teselyn.Funches@dfa.ms.gov PVLs@dfa.ms.gov Use this subject line: SEALED BID Handyman PVL Bid Opening 09.22.25

Preapproved Vendor List RFx # 3160007530 Bid Opening: September 22, 2025 OSSS will record the time and date the bid is received.	The time a Vendor's email is received in Shannon Smith's inbox determines the official submission time.
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3.2.1. Bids not submitted on the official Bid Form may be rejected. Adding or changing language on the Bid Form may also result in rejection. OSSS may, at its discretion, allow a Vendor to remove or correct minor changes that do not affect the price, quantity, quality, or delivery of services.

3.2.2. If a Vendor believes any part of its bid is confidential under the Mississippi Public Records Act (Mississippi Code Annotated §§ 25-61-1, et. seq., and 79-23-1), it must provide an additional copy of the bid package with the relevant information redacted and identify the legal reason for each redaction.

3.3. Expenses Incurred in the Procurement Process

All parties participating in the procurement process regarding this solicitation shall bear their own participation costs, pursuant to Section 1.4.4 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

3.4. Independent Price Determination

By submitting a bid, the Vendor certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other Vendor or competitor for the purpose of restricting competition. The quoted prices shall include, but are not limited to, all required equipment and/or materials, all required insurance, all required overhead, all required profit, and all required licenses, certifications, fees, or permits.

3.5. Withdrawal of a Bid

You may withdraw your bid any time before the bid opening by sending written notice to Shannon Smith. No explanation is required.

3.6. Debarment

By submitting a bid, the Vendor certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or Federal government 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 or agency of the State of Mississippi or Federal government.

3.7. Registration with the Mississippi Secretary of State

By submitting a bid, the Vendor 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 OSSS that it has been placed on the PVL.

3.8. Minor Informalities and Irregularities

OSSS has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any Vendor. If insufficient information is submitted by a Vendor for OSSS to properly evaluate the offer, OSSS has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any Vendor. *(Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)*

3.9. Contract Rights

Contract rights do not vest in any party until a contract is legally executed. OSSS is under no obligation to award a contract following issuance of this solicitation.

3.10. Property Rights

Property rights do not inure to any Vendor until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. OSSS is under no obligation to award a contract and may terminate a legally executed contract at any time.

Section 4. Bid Evaluation and Award

4.1 Minimum Vendor Qualifications to be Deemed Responsible

To be considered responsible, a Vendor must meet all of these minimum qualifications:

4.1.1. Have been in business providing handyman services for at least five (5) years.

4.1.2. Be able to serve the Jackson metropolitan area effectively. This can be by having a local office or another reliable way to provide prompt service. If the Vendor has no local office, the Vendor must explain their plan for providing service on the **Bid Form (Attachment B)**.

4.1.3. Earn at least six points on two Reference Score Sheets, for a total minimum of 12 points (see **Section 3.1.5**).

4.2 Basis for Award

4.2.1. OSSS will evaluate bids based only on the requirements in this IFB. No criteria other will be used.

4.2.2. Only Vendors who are both responsive and responsible will be considered.

4.2.2.1. *Responsive Vendor:* Vendor must submit its bid, including the Bid Form and all required Attachments and other documents, in a manner that conforms in all material respects to this Invitation for Bids as determined by OSSS.

4.2.2.2. *Nonconforming Terms and Conditions:* A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. OSSS reserves the right to permit the Vendor to withdraw nonconforming terms and conditions from its bid response prior to a determination by OSSS of non-responsiveness based on the submission of nonconforming terms and conditions.

4.2.2.3. *Conditioning Bid Upon Other Awards:* Any bid which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and not acceptable.

4.2.3. Bid Evaluation Process

Vendors may submit hourly rates for one or more of these five service categories:

- Carpentry and General Repairs
- Painting and Surface Work
- Minor Plumbing Repairs
- Minor Electrical Work
- Miscellaneous and Facility Support

For each category, OSSS will find the average hourly rate based on all responsive and responsible vendors who submitted bids for that category.

Vendors who submit rates at or below 125% of that average rate for a category will be placed on the PVL for that service. Vendors with rates above 125% of the average will not be included for that category. See the example below.

Carpentry and General Repairs	
Vendor	Hourly Bid Rate
Vendor A	\$50.00
Vendor B	\$45.00
Vendor C	\$55.00
Vendor D	\$71.00

	Average Hourly Rate	125% of Mean
Carpentry and General Repairs	\$55.25	\$69.06

Vendors A, B, and C qualify for the Carpentry and General Repairs category. Vendor D does not because their rate is too high.

This process will be repeated separately for all five service categories.

4.3. Award Notification

After reviewing the bids, OSSS will post its Notice of Intent to Award on the DFA website and the procurement portal and will notify all Vendors by email.

4.4. Reconsideration of the Solicitation

Any potential Vendor may ask OSSS to reconsider the terms of this solicitation. This reconsideration request can be accomplished by reference to Section 5.2.4. of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*. The request must be submitted within three (3) business days after the public notice of the solicitation and sent by email to **both**:

- Shannon Smith, Statewide Procurement Analyst, Shannon.Smith@dfa.ms.gov
- Teselyn Funches, OPSCR Director, Teselyn.Funches@dfa.ms.gov

It shall be the sole responsibility of the requesting vendor to ensure the request is **received** in a timely manner by all required parties. Failure to request reconsideration in compliance with this Section in a timely manner results in the waiver of any claim regarding the terms of the solicitation.

The request must include:

- Vendor's name
- A single contact person and their contact information
- RFX number of this solicitation (RFX# **3160007530**)
- Date the IFB was issued
- A clear statement identifying which rule(s) from the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations the Vendor believes the solicitation violates

The request may not be based on anything other than the solicitation document and these rules and regulations. The vendor shall not include exhibits with the request. Instead, the requesting Vendor shall clearly identify the section(s) of the solicitation being challenged. The request shall not be supplemented.

4.5. Rolling Awards

OSSS will continuously accept bids for placement on the PVL. Upon approval by the PPRB, the PVL will be updated annually, with updates occurring on December 2, 2026, and December 1, 2027.

4.5.1. Bid Submission Instructions for Rolling Awards

Vendors seeking inclusion on the updated PVL must submit bids as specified in Section 3 of this IFB. The subject line of the sealed package or email should reflect the relevant Bid Opening date.

4.5.2. Submission for the December 2, 2026 Rolling Awards

Bids for Rolling Awards to be awarded on December 2, 2026, must be received by OSSS no later than September 21, 2026, at 5:00 pm CDT. The Bid Opening for any such awards will be held September 22, 2026.

4.5.3. Submission for the December 1, 2027 Rolling Awards

Bids for Rolling Awards to be awarded on December 1, 2027, must be received by OSSS no later than September 20, 2027, at 5:00 pm CDT. The Bid Opening for any such awards will be held September 21, 2027.

4.5.4. Vendor Qualifications and Agreement to Terms

Vendors who want to be added to the updated PVL must meet the responsiveness and responsibility requirements outlined in this IFB. For each service category, OSSS will exclude any vendor whose hourly rate exceeds 125% of the average rate established by bids submitted for the original PVL (those submitted by September 19, 2025, at 5:00 pm CDT). See Section 4.2.3 for more details on how rates are evaluated. By submitting a bid after the September 19, 2025 deadline, vendors agree to comply with all terms, conditions, and requirements as if they had submitted their bid on September 19, 2025.

4.5.5. Late Bid Considerations

Any bids received after September 19, 2025, at 5:00 pm CDT will be considered for inclusion in the updated PVL published on December 2, 2026. Any bids received after September 21, 2026, at 5:00 pm CDT will be considered for inclusion in the updated PVL published on December 1, 2027. Bids received after September 20, 2027, at 5:00 pm CDT will not be considered for inclusion in the PVL resulting from this IFB.

ATTACHMENT A: Bid Cover Sheet

The Office of Statewide Strategic Sourcing at the Mississippi Department of Finance and Administration, on behalf of the Public Procurement Review Board, is seeking to establish a list of vendors for Handyman Services to be used on an as-needed basis by the Mississippi Department of Finance and Administration.

Bids must be submitted on or before **September 19, 2025, at 5:00 pm CDT.**

Envelopes and/or packages containing sealed bids must be marked:

SEALED BID – DO NOT OPEN

Handyman Services

Preapproved Vendor List

RFx # 3160007530

Bid Opening: September 22, 2025

Name of Company: _____

Quoted By: _____

Signature: _____

Address: _____

City/State/Zip Code: _____

Company Representative: _____

Telephone: _____

Fax: _____

Email: _____

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

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

What year was your company started? _____

How long has your company been performing handyman services similar to those described in this Invitation for Bids?

_____ years _____ months

Please list your company's physical location, mailing address, and place of incorporation (if applicable):

Is your company currently for sale, merging, or in any discussions to be acquired by another business? If yes, please explain how this might affect your company's organization or work direction.

In the past five (5) years, how many commercial or government customers have you provided handyman services for? Please include the dates, the size of the area maintained, and the annual billing amount for each customer.

Do you have a dedicated supervisor or foreman who will oversee work on DFA projects?

☐ Yes

☐ No

If yes, please list their name(s), title(s), and how many years of experience they have in handyman work:

ATTACHMENT B: Bid Form

Handyman Services

Company: _____ Region: _____

Company Representative: _____ Title: _____

Telephone: _____ Email: _____

The hourly rates quoted shall be inclusive of, but not limited to all required insurance; overhead; profit; vehicles; materials; fuel, mileage, and travel time; training; certifications; business licenses, permits, or fees; and all other costs. Pricing for handyman services should include all associated costs with no additional or hidden fees.

Buying Supplies and Materials

Time spent traveling to buy materials is considered part of the **Miscellaneous and Facility Support hourly labor rate** and can be billed as labor time. No separate trip charges, mileage fees, or other additional costs for buying materials are allowed unless DFA gives written approval in advance. DFA does not allow markups, handling fees, or extra charges on materials or supplies. DFA will only reimburse Vendors for the actual cost of materials, and only if the Vendor provides original, itemized receipts with the invoice.

Vendors should ensure their hourly rates account for this requirement.

A bidder may use “n/c” (no charge) for a line item, if needed. Do not submit price ranges. Bids that include price ranges will be considered non-responsive.

	Hourly Rate
Carpentry and General Repairs	
Painting and Surface Work	
Minor Plumbing Repairs	
Minor Electrical Work	
Miscellaneous and Facility Support	

Location of Vendor's Office in Region: _____

If your company is not physically located in the region, how will you supply janitorial services to agencies in the region?

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

1. That he/she has thoroughly read and understands this Invitation for Bids (RFx # 3160007530), the attachments hereto, and any amendments;
2. That the company meets all requirements and acknowledges all certifications contained in this Invitation for Bids, the attachments hereto, and any amendments;
3. That the company agrees to all provisions of this Invitation for Bids, the attachments hereto, and any amendments;
4. That the company will perform, without delay, 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.

Signature: _____ Date: _____

Printed Name: _____

ATTACHMENT C: Certifications & Assurances

As an authorized signatory for _____, I make the following certifications and assurances as a required element of the bid(s) to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. *REPRESENTATION REGARDING CONTINGENT FEES*: Vendor 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 Vendor's bid or proposal.
2. *REPRESENTATION REGARDING GRATUITIES*: Vendor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of the Agency a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Vendor further represents that no employee or former employee of the Agency has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by Vendor. Vendor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
3. *CERTIFICATION OF INDEPENDENT PRICE DETERMINATION*: The Vendor certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other Vendor or competitor for the purpose of restricting competition.
4. *OFFEROR'S REPRESENTATION REGARDING CONTINGENT FEES*: By responding to the solicitation, the offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror cannot make such a representation, a full and complete explanation shall be submitted in writing with the offeror's response.
5. *NON-DEBARMENT*: This certification is a material representation of fact relied upon by the Contracting Agencies. If it is later determined that the Vendor did not comply with 2 C.F.R. part 180, subpart C, and 2 C.F.R. part 3000, subpart C, in addition to remedies available to DFA and other Contracting Agencies, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment.
6. Vendor certifies Vendor certifies that it has the capability to provide all required services throughout the entire geographic area of each Region on which it submitted a bid.
7. Vendor guarantees that it will give any Contracting Agency priority status and pledges to provide priority and timely services by making equipment and resources available to the State of Mississippi through this contract, especially following large disasters or

catastrophic events.

8. Vendor certifies that it has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Invitation for Bids, the attachments hereto, and any amendments.
9. Vendor certifies that all material, equipment, etc., contained in the bid meets all Occupational Safety Hazards Act (“OSHA”) requirements, and that if any material, equipment, etc., delivered by it is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with OSHA requirements shall be borne solely by the Vendor.

Signature: _____ Date: _____

Name: _____ Title: _____

Modifications or additions to any portion of this document may be cause for rejection of the bid.

ATTACHMENT D: Release of Bid as Public Record

Vendors shall acknowledge which of the following statements is applicable regarding release of its bid as a public record. A Vendor may be deemed non-responsive if the Vendor does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. **Choose one:**

____ Along with a complete copy of its bid, Vendor has submitted a second copy of the bid in which all information Vendor deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Vendor acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the *PPRB OPSCR Rules and Regulations* if OSSS or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Vendor acknowledges and agrees that OSSS may release the redacted copy of the bid at any time as a public record without further notice to Vendor. A Vendor who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.

____ Vendor hereby certifies that the complete unredacted copy of its bid may be released as a public record by OSSS at any time without notice to Vendor. The bid contains no information Vendor deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61- 9, 75-26-1 through 75-26-19, and/or 79-23-1. Vendor explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). A Vendor who selects this option but submits a redacted copy of its bid may be deemed non-responsive.

Name: _____

Signature: _____ Date: _____

ATTACHMENT E: References

REFERENCE 1

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 2

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 3

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 4

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 5

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Vendors must submit a minimum of three references and may submit up to five references. 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. OSSS must be able to contact two references within two (2) business days of bid opening or initial contact or the Vendor may be deemed non-responsive.

ATTACHMENT F: Reference Score Sheet

[To Be Completed by OSSS Only]

Vendor Name: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Service From/To Dates: _____

Were they able to provide handyman services when you called?	Yes	No
Were you satisfied with the handyman services provided by the vendor, if any? If not, please explain.	Yes	No
Was the vendor easy to work with when scheduling handyman services?	Yes	No
Were the handyman services provided within budget?	Yes	No
Did the vendor listen and readily offer a solution if you had an issue? (If you never had an issue, please check here ____.)	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend them?	Yes	No

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

Score: _____

Do you have any business, professional or personal interest in the Vendor’s organization? If yes, please explain.	Yes	No
---	-----	----

Called by: _____

Notes:

ATTACHMENT G: Sample Contract

CONTRACT FOR HANDYMAN SERVICES

1. Parties. The parties to this contract are the [Agency] (hereinafter “Agency”) and [Contractor] (hereinafter “Contractor”).
2. Purpose. The purpose of this contract is for the Agency to engage Contractor to provide handyman services for the Agency.
3. Scope of Services. Contractor will perform and complete in a timely and satisfactory manner the services described in Exhibit “A”, captioned “Scope of Services”, which is attached hereto and made a part hereof by reference. The scope of services is from IFB No. 2025-04, Preapproved List of Handyman Services, which is incorporated herein by reference. Contractor is one of the preapproved vendors selected through the above referenced IFB for the [Region] Region(s).
4. General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in Exhibit “B”, captioned “Additional Terms and Conditions”, which is attached hereto and made a part hereof by reference.
5. Consideration. As consideration for the performance of the services referenced in Exhibit “A”, the Agency agrees to compensate Contractor as provided in Exhibit “C”, captioned “Compensation”, which is attached hereto and made a part hereof by reference.
6. Period of Performance. This contract will become effective for the period beginning [DATE] and ending on [DATE], upon the approval and signature of the parties hereto. The Agency has the option to renew the contract as long as the contract was entered into on or before November 30, 2028, and the period of performance ends no later than November 30, 2030, as set by IFB No. 2025-04, Preapproved List of Vendors for Handyman Services. Renewals must be approved by the PPRB.
7. Method of Payment. Contractor agrees to accept payments referenced in Paragraph 5, “Consideration”, to be paid as billed by Contractor, upon review and approval by Agency. Contractor agrees to submit invoices to the Agency that contain a detailed account of each billing. The final invoice is to be submitted no later than [DATE]. Contractor is classified as an independent Contractor and not a contractual employee of the Agency. As such, any compensation due and payable to Contractor will be paid as gross amounts. Contractor invoices shall be submitted to the Agency as set forth in Paragraph 22.
8. 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 Mississippi.
9. Approval. It is understood that if this contract requires approval by the Public Procurement Review Board (“PPRB”) and/or the Department of Finance and Administration Office of Personal Service Contract Review (“OPSCR”), and this contract is not approved by PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
10. Availability of Funds. It is expressly understood and agreed that the obligation of [Agency] to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, [Agency] shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without

damage, penalty, cost or expense to the [Agency] of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

11. Representation Regarding Contingent Fees. By executing the contract, the Contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the Contractor cannot make such a representation, a full and complete explanation shall be submitted in writing to the Agency prior to contract execution.

12. Representation Regarding Gratuities. Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of [Agency] a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of [Agency] has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

13. Compliance with Equal Opportunity in Employment Policy. 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.

14. Compliance with Laws. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable Federal, State, and local laws and regulations, as now existing and as may be amended or modified.

15. Insurance.

a. Contractor shall maintain insurance which, at a minimum, shall include the following types of insurance and coverage limits:

- **Workers' Compensation** as required by the laws of the State of Mississippi; and,
- **Comprehensive General Liability or Professional General Liability** with minimum limits of \$1,000,000.00 per occurrence for bodily injury, personal injury, accidental death, property damage, employee dishonesty, and identity theft; and,

b. All insurance policies shall list the State of Mississippi as an additional insured and, upon request, the Contractor shall provide copies of any insurance documentation to the [Agency].

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

d. The [Agency] reserves the right to request certificates of insurance directly from the Vendor's insurance carrier regarding the required coverage.

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

16. Stop Work Order. The [Agency] may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the [Agency]. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the [Agency]. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the [Agency] has terminated that part of the agreement or terminated the agreement in its entirety. The [Agency] is not liable for payment for services which were not rendered due to the stop work order.

17. Termination.

a. *Termination for Convenience.* The [Agency] may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The [Agency] shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. 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 complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

b. *Termination for Default.* If the [Agency] gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the [Agency] may terminate the contract for default and the Contractor will be liable for the additional cost to the [Agency] to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

18. 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 "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, *et seq.*

19. E-Verification. If applicable, Contractor represents and warrants that it will ensure its compliance with the *Mississippi Employment Protection Act* and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the [Agency] subject to approval by any agencies of the United States Government. 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 clause may subject Contractor to the following: (1) termination of this contract and exclusion pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*; (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi; or (3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the State.

20. No Limitation of Liability. Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.

21. Required Public Records and Transparency. Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall 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 pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The contractor acknowledges and agrees that the [Agency] and this contract are subject to the *Mississippi Public Records Act of 1983* codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151, et seq.

22. Paymode. Payments by [Agency] using the State's accounting system shall be made and remittance information provided electronically as directed by the State and deposited into the bank account of Contractor's choice. The [Agency] 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 Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

23. Procurement Regulations. This contract shall be governed by the applicable provisions of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any Contractor doing business with a State Agency is deemed to be on notice of all requirements therein.

24. Property Rights. Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that the [Agency] may terminate this contract at any time for its own convenience.

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

DATE

By:

[Manager]
[Comments]

DATE

By:

[Subject]
[Title]
[AGENCY]

EXHIBIT A: SCOPE OF SERVICES

I. Work Authorization and Oversight

Contractors may not start any work without written approval from DFA Capitol Facilities. After completing the work, contractors must get written confirmation of completion before sending an invoice. Work done without following this process might not be paid. If work affects historic parts of a building, extra approval may be needed from the Mississippi Department of Archives and History (MDAH). DFA will help with this, but the contractor is responsible for getting the necessary clearances. Contractors may not store tools, equipment, or materials at DFA buildings or job sites without written permission. DFA is not responsible for any loss, theft, or damage to contractor property stored on DFA property.

II. Scope

Contractors may be called upon to perform a range of general maintenance and handyman tasks, including but not limited to the following categories:

Carpentry and General Repairs

- Repair or replace interior or exterior doors
- Install or remove shelving, whiteboards, signs, or wall-mounted items
- Repair cabinets, drawers, trim, baseboards, or non-structural framing
- Patch, sand, or finish drywall and minor plaster
- Replace ceiling tiles or repair ceiling grids

Painting and Surface Work

- Paint interior and exterior walls, ceilings, doors, or trim
- Prepare surfaces (patching, sanding, priming)
- Touch-up painting after repairs or moves
- Minor stucco or texture repairs

Note: DFA Capitol Facilities must approve all paint colors and finishes.

Minor Plumbing Repairs (no license required)

- Replace faucet parts
- Tighten or replace handles and fittings
- Caulk around sinks or toilets
- Clear simple drain clogs using basic tools
- Repair or replace toilet hardware
- Change water filters in fountains

Minor Electrical Work (no license required)

- Replace light bulbs, ballasts, and light covers
- Replace switch plates or outlet covers
- Reset breakers (with approval)
- Install smoke detectors or small electronic devices (not full systems)

Note: No licensed electrical work is permitted under this contract.

Miscellaneous and Facility Support

- Set up or take down meeting rooms
- Move office furniture or supplies on-site
- Perform minor concrete patching

- Reattach loose gutters or downspouts
- Install weather stripping or caulking for weatherization
- Report safety hazards or needed repairs

III. Excluded Services

This agreement does **not** include the following:

- HVAC, plumbing, or electrical work that requires a license
- Structural or load-bearing wall work
- Installing TVs or electronics wiring
- Locksmith services
- Work on equipment under manufacturer warranty
- Pest control, lawn care, landscaping, or janitorial services
- Installation of large systems (like fire alarms or network systems)

IV. Service Schedule

Work must be scheduled to avoid disrupting normal operations. Most work will occur Monday through Friday, 8:00 AM – 5:00 PM, but contractors may occasionally need to work outside these hours. Contractors must follow the security procedures of each building. Any violations may result in the termination of the contract. Contractors must check in and out with the designated Agency contact at each visit. Sign-in/sign-out logs may be required.

V. Contract Deliverables

Upon execution of a contract to provide Handyman Services for DFA, the Vendor shall:

1. Assign an Account Representative to work directly with the designated DFA Representative managing the contract;
2. Acknowledge all handyman service requests within 24 hours and provide an estimated timeline for completion. For routine services, aim for a turnaround time of 48 hours from DFA's authorization, unless otherwise directed in emergencies or urgent cases;
3. Coordinate with DFA to schedule work. The Agency reserves the right to adjust the schedule at any time. Both parties must agree upon any changes. Failure to maintain the schedule without approval may be considered a service deficiency or default.
4. Follow check-in and check-out procedures as required by each facility, including sign-in/out logs and security protocols.
5. Provide all necessary reports and updates to the DFA Representative as requested;
6. Maintain enough qualified workers to meet the Contracting Agency's needs, including a competent supervisor or foreman. The supervisor must:
 - Be on-site when crews are working
 - Direct daily activities
 - Handle any damage reporting promptly
 - Manage security related to staff, equipment, and supplies

7. Provide qualified, drug-free, properly trained workers who are appropriately dressed. Required attire includes long pants and shirts with sleeves (short or long). Clothing such as tank tops, sleeveless shirts, rolled-up sleeves, shorts, or vests worn without shirts is prohibited.
8. Ensure that its employee(s) understand job duties and report on time to the assigned work location;
9. Handle disciplinary issues promptly and prohibit employee(s) from approaching DFA staff for assistance with their own management or supervisory issues;
10. Remove and replace any employee who is not performing adequately at no extra cost to DFA;
11. Administer and maintain all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by the state, federal, and local laws, such as social security and withholding taxes. It is the sole responsibility of the Vendor to comply with laws or regulations requiring an employer to withhold and/or pay employment-related taxes or other withholdings required by law;
12. Make all unemployment compensation contributions required by federal and State law and process claims as required;
13. Ensure all work complies with industry best practices, OSHA safety standards, and applicable laws, codes, rules, and regulations;
14. Provide all necessary labor, tools, vehicles, equipment, and materials to complete the handyman services. All materials and equipment used must meet industry standards and comply with OSHA safety requirements. Any costs necessary to bring materials or equipment into compliance are the Vendor's responsibility. DFA does not permit markups, handling fees, or additional charges for materials or supplies. DFA will only reimburse Vendors for the actual cost of materials, and only if the Vendor provides original, itemized receipts with the invoice. Time spent traveling to buy materials is considered part of the Miscellaneous and Facility Support hourly labor rate and can be billed as labor time. No separate trip charges, mileage fees, or other additional costs for buying materials are allowed unless DFA gives written approval in advance.
15. Operate and maintain vehicle(s) in accordance with all applicable laws and regulations of the State of Mississippi and those established by DFA at the Contractor's expense;
16. Be responsible for any damage to buildings, interiors, or grounds as a result of their work.
17. Repair or replace any such damage at the Vendor's expense. A joint inspection between the Vendor and the Agency representative will determine the extent of damage. The Agency may withhold payment to cover costs for repairs if necessary.

VI. Compliance with Contracting Agency Policies

Vendors must comply with all policies, procedures, and laws applicable at the work sites, including but not limited to:

1. State facilities are non-smoking. Vendors and their personnel must use only designated smoking areas.
2. The Vendor and its personnel shall not possess illegal drug or alcohol on State property. The Vendor and its personnel shall not consume any unlawful or illegally obtained drug or alcoholic beverage while on duty.

3. The Vendors' personnel must avoid using foul, abusive, or profane language on State property.
4. DFA reserves the right to inspect and search all Vendor personnel and/or vehicles anytime while on facility grounds.
5. Vendor personnel may be required to show photo identification to enter facilities or wear visible, Agency-approved ID badges at all times while on State property.
6. Deviations from any of the policies in Section 2.6 may be considered grounds for contract termination.

EXHIBIT B: ADDITIONAL/OPTIONAL TERMS AND CONDITIONS

1. **Attorney's Fees and Expenses.** In the event Contractor defaults on any obligations under this Agreement, Contractor shall pay to [Agency] all costs and expenses, without limitation, incurred by [Agency] in enforcing this Agreement or reasonably related to enforcing this Agreement. This includes but is not limited to investigative fees, court costs, and attorneys' fees. Under no circumstances shall [Agency] be obligated to pay attorneys' fees or legal costs to Contractor.
2. **Authority of Signatory.** Contractor acknowledges that the individual executing the contract on behalf of the [Agency] is doing so in his or her official capacity only. To the extent any provision contained in the contract exceeds the signatory's authority, Contractor agrees that it will not look to that individual in his or her personal capacity or otherwise seek to hold him or her individually liable for exceeding such authority.
3. **Authority to Contract.** Contractor warrants: (1) that it is a validly organized business with valid authority to enter into this agreement; (2) that it is qualified to do business and in good standing in the State of Mississippi; (3) 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, (4) 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.** [Agency] is a public agency of the State of Mississippi and is subject to the *Mississippi Public Records Act of 1983*. Mississippi Code Annotated §§ 25-61-1, et seq. If a public records request is made for any information provided to [Agency] by Contractor, [Agency] shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information – unless Contractor has previously indicated the information is not a trade secret or confidential commercial and financial information. The [Agency] shall not be liable to the Contractor for disclosure of information required by court order or required by law.
5. **Contract Assignment and Subcontracting.** Contractor acknowledges that it was selected by [Agency] 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 [Agency], which may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of Contractor's obligations hereunder without consent of the [Agency] shall be null and void. Approval of a subcontract by the [Agency] shall not be deemed to be approval of the incurrence of any additional obligation of the [Agency]. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that [Agency] may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
6. **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 shall 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.
7. **Copyrights.** Contractor agrees that the rights and title to any copyrightable material first produced under this agreement belongs to [Agency]. Contractor hereby grants to [Agency] a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted or copyrightable work which is incorporated in the material furnished under the agreement regardless of whether it was first produced under this agreement. This grant is

provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others.

- 8. Disclosure of Confidential Information Required by Law.** In the event that either party to this Agreement receives notice that a third-party has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the other party's data or other information, the party subject to the subpoena or other legal process shall promptly inform the other party at the earliest reasonable opportunity, unless prohibited by law from doing so. Thereafter, the party subject to the legal process shall respond 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.*
- 9. Entire Agreement.** 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 [Agency] 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 [Agency] or Contractor on the basis of draftsmanship or preparation hereof.
- 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 Does Not Constitute Waiver.** 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. Force Majeure.** Each party shall be temporarily 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 Agency in writing at its earliest reasonable opportunity of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. All parties shall make reasonable efforts to minimize the impact of the force majeure event on contract performance. The [Agency] may exercise any rights it has under the contract which are available when neither party is in default.
- 13. 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 attorneys' 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 [Agency]'s sole discretion, upon approval of the Office of the Mississippi Attorney General and the [Agency], Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and the [Agency]. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the [Agency] shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and the [Agency], which shall not be unreasonably withheld.

- 14. 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 [Agency]. Nothing contained herein shall be deemed or construed by the [Agency], 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 [Agency] and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the [Agency] or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the [Agency] and Contractor.

Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the [Agency]. 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 Workers' Compensation, normally provided by the [Agency] for its employees.

- 15. Information Designated by Agency as Confidential.** Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor, or its subcontractor(s) shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor(s) without the express written approval of the [Agency] may result in the immediate termination of this agreement.
- 16. 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. The services to be provided, the unit prices and overall price to be paid, and the term of the contract shall not be deemed a trade secret or confidential commercial or financial information.
- 17. Infringement Indemnification.** Contractor warrants that the materials and deliverables provided to the [Agency] under this agreement, and their use by the [Agency], will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the [Agency] the right to continue using such items without additional cost to the Agency. Should Contractor fail to obtain for the [Agency] the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense.

In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require the [Agency] to discontinue using such items, in which case Contractor will refund to the [Agency] the fees previously paid by the [Agency] for the items the customer may no longer use, and shall compensate the [Agency] for the lost value of the infringing part to the phase in

which it was used, up to and including the contract price for said phase. Said refund shall be paid within 10 business days of notice to the [Agency] to discontinue said use.

Scope of Indemnification: Provided that the [Agency] promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, indemnify, and hold harmless the [Agency] against any such claims, including but not limited to any expenses, costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

In the [Agency]'s sole discretion, upon approval of the Office of the Mississippi Attorney General and the [Agency], Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and the [Agency]. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the [Agency] shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and the [Agency], which shall not be unreasonably withheld.

- 18. Modification or Renegotiation Required by Change in Law.** The parties agree to renegotiate the agreement in good faith if Federal and/or State revisions to any applicable laws or regulations make changes in this agreement necessary. This agreement may be modified only by written agreement signed by the parties hereto and approval by the Public Procurement Review Board, if required.
- 19. 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 one year after this agreement terminates unless mutually agreed to in writing by the [Agency] and Contractor. Any such employment or solicitation for employment shall be in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121.
- 20. Notices.** All notices required or permitted to be given under this agreement shall 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:

Contact Person, Title
Agency
Address
City, State, Zip

For Contractor:

Contact Person, Title
Agency
Address
City, State, Zip

- 21. 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 shall be made in writing by the [Agency], agreed to by Contractor, and approved by the Public Procurement Review Board, if required.
- 22. 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 and shall obtain written permission from [Agency] to use such workpapers, subject to any copyright protections.

- 23. Priority.** The contract consists of this agreement, the IFB (RFx No. 3160007530), attached hereto as Attachment A, and the Contractor's bid submitted in response, attached hereto as Attachment B. Any ambiguities, conflicts, or questions of interpretation of this contract shall be resolved first by reference to this agreement and, if still unresolved, by reference to Attachment A and, if still unresolved, by reference to Attachment B. Omission of any term or obligation from this agreement shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
- 24. 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 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].
- 25. Record Retention and Access to Records.** 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. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the [Agency] or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are relevant to this agreement. All records related to this agreement shall be retained by Contractor for three 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 year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.
- 26. 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.
- 27. Requirements Contract.** During the period of the contract, Contractor shall provide all services 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 utilize 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.
- 28. 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 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 [Agency], the Mississippi State Auditor's Office, and/or other entity of the State.

- 29. 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.
- 30. 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.
- 31. 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.

EXHIBIT C: COMPENSATION

The Contractor will charge the rates listed below (as submitted in response to IFB No. 2025-04, Preapproved List of Vendors for Handyman Services):

In consideration of services provided, the [AGENCY] agrees to pay to the Contractor the specific sums shown in Exhibit C, and in no event will the total paid to the Contractor exceed the amount of [MAX CONTRACT AMOUNT].

Fixed Price, Indefinite Quantity Contract

This contract is for an indefinite quantity of hours to be furnished as requested by the Agency for fixed hourly rates. The Agency cannot guarantee a minimum number of hours. The Agency will pay only for hours worked at the request of the Agency. In consideration of services provided, the [Agency] agrees to pay the Contractor the per-square-foot rates stated in an amount not to exceed [Contract Maximum Amount].

Optional Price Adjustment Clause

A price adjustment may be allowed in the event unanticipated market disruptions occur such that the hourly rates bid by the Vendor in response to Invitation for Bids 2025-04, Preapproved List of Vendors for Handyman Services, are no longer viable for the provision of services required by the Agency. The Vendor shall provide a market analysis regarding the viability of the originally bid rates and rates the Contractor contends would be viable under the current market conditions. The Contractor shall also provide any other support for the request for a price adjustment required by the Agency. The Agency has the sole discretion to determine whether a price adjustment will be allowed, the amount of the price adjustment, and the duration of the price adjustment. Any price adjustment made under this provision shall be limited to only that which is required to accommodate the precipitating market disruption. Under no circumstances shall a price adjustment result in the adjusted hourly rates exceeding 110% of the original hourly rate. (For example, an original hourly rate of \$100.00 could be increased up to, but not to exceed, \$110.00 under this clause.) No price adjustment will be allowed other than as described in this paragraph. When preparing bids, Vendors shall assume no such price adjustment will occur during the life of the contract. Any approval of a price adjustment shall be contained in a duly executed written amendment to this Contract.