

INVITATION FOR BIDS

IFB No. 2025-05

RFx: 3160007718

Preapproved List of Vendors for Lawn & Landscaping Services



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

Issue Date:
November 4, 2025

Closing Date:
December 11, 2025, at 5:00 pm CST

Contact:
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TABLE OF CONTENTS

Quick Vendor Guide.....	4
Section 1. Solicitation Information.....	5
1.1. Authority	5
1.2. Purpose	5
1.3. Timeline.....	5
1.4. Questions or Requests for Clarification	5
1.5. General References Throughout the IFB.....	6
1.6. Acknowledgment of Amendments	6
1.7. Attachments to the IFB	6
1.8. Restrictions on Communication with PPRB and DFA Staff	6
1.9. Cancellation of Solicitation or Rejection of Individual Bids	6
Section 2. Scope of Services and Requirements	7
2.1. Regional Structure and Bidding Requirements.....	7
2.2. Scope of Services.....	7
2.3. Contract Deliverables.....	10
2.4. Compliance with Contracting Agency Policies	12
2.5. Additional Vendor Obligations and Requirements	12
2.6. Detailed Scope to be Provided by Contracting Agency	13
2.7. Duration of Services to be Provided	13
2.8. Bid Prices.....	14
2.9. Insurance Requirements	14
2.10. Contract Terms and Conditions	15
2.11. Removal from PVL.....	16
Section 3. Bid Submission and Bid Opening	17
3.1. Bid Submission Format	17
3.2 Bid Submission Requirements	17
3.3. Expenses Incurred in the Procurement Process	19
3.4. Independent Price Determination	19
3.5. Withdrawal of a Bid	19
3.6. Debarment	19
3.7. Registration with the Mississippi Secretary of State	19
3.8. Minor Informalities and Irregularities.....	19
3.9. Contract Rights.....	19
3.10. Property Rights	20
Section 4. Bid Evaluation and Award	21
4.1 Minimum Vendor Qualifications to be Deemed Responsible	21
4.2 Basis for Award	21
4.3. Award Notification	22
4.4. Reconsideration of the Solicitation.....	22
4.5. Rolling Awards	23
ATTACHMENT A: Regional Map	24
ATTACHMENT B: Bid Cover Sheet.....	25
ATTACHMENT C: Bid Form.....	27
ATTACHMENT D: Certifications & Assurances	29

ATTACHMENT E: Release of Bid as Public Record	31
ATTACHMENT F: References	32
ATTACHMENT G: Reference Score Sheet	35
ATTACHMENT H: Sample Contract.....	36

Quick Vendor Guide

This Quick Vendor Guide is provided as a courtesy summary. It does not replace or modify any part of the official IFB. Vendors are responsible for reviewing and complying with the complete IFB and all attachments.

What is this?

The State of Mississippi is creating a Preapproved Vendor List (PVL) for lawn & landscaping services. Agencies can hire vendors directly from this list. Being on the list does not guarantee contracts, but it makes you eligible to be chosen by state agencies.

Who can bid?

- In business providing lawn/landscaping services at least 3 years
- Able to service the region(s) you bid on (see Attachment A: Regional Map)
- Hold a valid Mississippi commercial applicator license (if applying herbicides/chemicals)

What's required if selected?

- Provide lawn and landscaping services at agreed hourly rates
- Maintain required insurance (Workers' Comp, \$1M General Liability, \$1M Fidelity Bond)
- Follow agency site rules (security, check-in/out, uniforms or ID badges)

What do I submit?

Your bid package must include:

- ☐ Bid Cover Sheet (Attachment B)
- ☐ Bid Form for each region (Attachment C)
- ☐ Signed Certifications & Assurances (Attachment D)
- ☐ Release of Bid as Public Record (Attachment E)
- ☐ 3–5 References (Attachment F)
- ☐ Acknowledgment of any amendments (if posted)

How do I submit my bid?

Email in PDF format to:
Shannon.Smith@dfa.ms.gov
April.Burns@dfa.ms.gov
PVLs@dfa.ms.gov

OR

Mail/deliver sealed bid to:
Mississippi Department of Finance and
Administration
501 North West Street, Ste 1300
Jackson, MS 39201

How will my bid be evaluated?

OSSS will average hourly rates for core services. Vendors with averages $\leq 125\%$ of the regional market average will be placed on the PVL.

Key Dates

Questions Due: November 18, 2025 (by email)
Answers Posted: November 24, 2025
Bid Deadline: December 11, 2025, 5:00 PM CST
Bid Opening: December 12, 2025
Notice of Intent to Award: January 26, 2026

Questions?

Contact: Shannon Smith, OSSS, Shannon.Smith@dfa.ms.gov

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), on behalf of the PPRB, is seeking to establish a Preapproved Vendor List (PVL) for Lawn & Landscaping Services. This PVL will be available for use by State Agencies under the purview of the PPRB (Contracting Agencies). OSSS is inviting bids from qualified agencies who provide lawn & landscaping services (Vendors) for placement on the list. Once the PPRB establishes the PVL, Contracting Agencies may select and contract with Vendors from the list, thereby avoiding the need for individual procurement.

Attachment A divides the State into eight geographic regions for which Vendors may submit bids. Vendors will be recommended for placement on the PVL as described in **Section 4** of this IFB. Vendors placed on the PVL must agree to extend services on an as-needed basis to all authorized Contracting Agencies within the geographic limits of the Region (s) for which it is placed on the PVL under the prices, terms, conditions, and specifications as described in this Invitation for Bids (IFB) for a term of five years. There may be multiple Vendors listed per Region. Being placed on the PVL does not guarantee that contracts will be issued.

1.3. Timeline

IFB Issue Date:	November 4, 2025
Questions and Requests for Clarification Due:	November 18, 2025, at 5:00 pm CST
Anticipated Posting of Answers to Questions:	November 24, 2025
Bid Package Submission Deadline:	December 11, 2025, at 5:00 pm CST
Bid Opening:	December 12, 2025
Anticipated Date of the Notice of Intent to Award:	January 26, 2026

OSSS reserves the right to post Answers to Questions and to issue the Notice of Intent to Award on dates other than those stated above without amendment to this IFB. No other dates shall be changed unless a written amendment is issued.

1.4. Questions or Requests for Clarification

1.4.1. All questions and requests for clarification must be directed by *email* to Shannon Smith at Shannon.Smith@dfa.ms.gov.

1.4.2. Vendors must submit all questions and requests for clarification by email **on or before November 18, 2025, at 5:00 pm CST**. The Vendor bears all delivery risks and is responsible for promptly submitting questions. OSSS may not answer questions received via email after the above-stated date and time.

1.4.3. OSSS is committed to transparency. We will publish all questions, requests for clarification, and answers on the DFA website and the procurement portal, ensuring that all Vendors have access to 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. Any reference to “OSSS,” “DFA,” or the “PPRB” throughout this IFB includes all three entities to the extent relevant.

1.5.2. Unless expressly indicated otherwise, any reference to the “DFA website” refers to the website found at: <https://www.dfa.ms.gov/invitations-bids>.

1.5.3. Any reference to the “procurement portal” throughout this IFB refers to the website at: [https://www.ms.gov/dfa/contract bid search/Home/Buy](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

At no time shall any Vendor or its personnel contact, or attempt to contact, any PPRB member or DFA staff regarding this IFB other than the contact person listed on the cover page of this IFB.

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. Regional Structure and Bidding Requirements

Vendors are invited to provide services in the State's eight distinct regions: Central, Coastal, East Central, North Delta, Northeast, Pinebelt, South Delta, and Southwest. Each Region will have its own vendor list.

2.1.1. Attachment A contains a map of the eight (8) Regions and a list of the counties in each Region.

2.1.2. Depending on their capacity and interest, Vendors may bid on one region or multiple regions.

2.1.3. Vendors are not required to bid the same prices in each Region.

2.1.4. By bidding on a Region, the Vendor confirms they can provide services anywhere in that entire region.

2.2. Scope of Services

Vendors must provide all labor, equipment, and supervision to maintain the grounds in a neat, clean, and professionally maintained condition. Services should meet industry standards, be performed safely, and adhere to the Contracting Agency's schedule and site-specific needs. Contracting Agencies may adjust schedules or request specific services based on seasonal or site needs.

2.2.1. Core Services

These are the required services that vendors must be able to perform. Contracting Agencies will request them on a routine basis. The core services include, but are not limited to:

2.2.1.1. Mowing

- The Vendor must mow all grass areas to the height specified by the Contracting Agency. Grass should be cut evenly and maintained at a consistent height, taking into account rainfall and growth patterns.
- Mower blades must be sharp, and mowing must not damage trees, shrubs, signs, vehicles, or other property.
- Before mowing, the Vendor must move small items (like benches, lawn furniture, or branches) out of the way and put them back afterward. The Vendor must report large or permanent obstacles to the Contracting Agency.
- When mowing near vehicles, the Vendor must mow so that clippings do not land on them. All mowers must have deflector guards in place.
- The Vendor must not leave grass clippings in piles, clumps, or rows. Clippings on sidewalks, driveways, or other paved areas must be blown or swept off. If clippings are excessive or harmful to the grass, they must be removed. Even distribution of clippings across the lawn is required.

2.2.1.2. Edging and String Trimming

- The Vendor must trim grass around and under all fixed objects, including (but not limited to): trees, shrubs, fences, poles, posts, signs, walls, building

foundations, monuments, rocks, sprinkler systems, HVAC units, planter beds, mulched areas, property lines, paved surfaces, curbs, sidewalks, driveways, ramps, garbage enclosures, or any other permanent structure. Trimmed areas must match the height and appearance of the surrounding mowed grass.

- Grass in ditches, banks, or other areas the mower cannot reach must also be trimmed each time mowing occurs.
- Trimming may be done by hand or with power equipment (e.g., string trimmers).
- The Vendor is responsible for repairing or replacing any grass, plants, or property damaged by trimming.
- The Vendor must edge along paved areas (sidewalks, driveways, curbs, entrances, etc.).
- The Vendor must complete trimming and edging on the same day as mowing. Mowing is not considered finished until trimming and edging are done.

2.2.1.3. Blowing

- The Vendor must remove all clippings, leaves, and trimmings from sidewalks, paths, entrances, pavilions, dumpster areas, parking lots, roadways, and other hard surfaces.
- The Vendor must not blow debris into streets, onto neighboring property, or into storm drains.
- Cleanup must be done the same day mowing occurs. Grass cutting is not considered complete until all cleanup is finished.

2.2.1.4. Debris Pickup

- Before mowing, the Vendor must pick up and remove all litter and debris, including items such as cups, bags, napkins, garbage, leaves, branches, lumber, tires, and appliances.
- The Vendor must properly dispose of all litter and debris at a licensed landfill or waste facility identified by the Contracting Agency, at the Vendor's expense. Nothing may be left at the curb.
- Items that need special handling must be placed in the area identified by the Contracting Agency for pickup.
- The Vendor must notify the Contracting Agency's representative (by phone and email) within two hours if they find safety hazards, waste debris, or large quantities of dumped materials.

2.2.2. Optional/Specialized Services

A Contracting Agency may request these services on an as-needed basis. Vendors should provide rates, but these will be used for reference only, and not for evaluation. The optional services include, but are not limited to:

2.2.2.1. Tree Limbing/Pruning (below 15 feet)

- By March 1 each year (or another date set by the Contracting Agency), the Vendor must:
 - Trim and shape all shrubs and ornamental plantings.
 - Prune small trees to remove dead, broken, or diseased branches.
 - Remove sucker shoots from all deciduous trees.

- All litter and debris must be properly disposed of off-site at a licensed landfill or waste facility identified by the Contracting Agency at the Vendor's expense. Nothing may be left at the curb.
- Items that need special handling must be placed in the area identified by the Contracting Agency for pickup.
- The Vendor must notify the Contracting Agency's representative (by phone and email) within 2 hours if they find safety hazards, waste debris, or large dumped materials.

2.2.2.2. Pressure Washing

- Pressure washing must remove dirt, debris, mildew, mold, grease, oil stains, and other buildup.
- Services may be required on building exteriors, sidewalks, parking lots, driveways, walkways, loading areas, and other assigned surfaces.
- The Vendor must:
 - Use the right equipment and cleaning methods for each surface to prevent damage.
 - Use cleaning agents only when needed and always in compliance with environmental and safety rules.
- All pressure washing must leave the surface clean, even in appearance, and free of residue or damage.

2.2.2.3. Mulching

- Mulched plant beds must be kept weed-free at all times. Weeds must be removed completely, including roots, and disposed of off-site.
- Remove old mulch and apply new mulch when requested by the Contracting Agency. The Vendor shall supply the mulch unless the Contracting Agency provides it. While mulching is generally best done in the spring or fall, the Agency may request it at any time.
- The Agency may also provide annuals, perennials, or shrubs for the Vendor to install.

2.2.2.4. Aerating

- The Contracting Agency may request aeration of lawn areas once per year, typically in the spring. Ball fields and embankments are excluded.
- The Vendor must use industry-standard practices and equipment suited to the site.
- If requested, aeration must be scheduled at a time that minimizes disruption to Agency operations.

2.2.2.5. Weed/Disease Control

- The Vendor must remove grass and weeds from:
 - Cracks in sidewalks, curbs, and paved areas (asphalt or concrete)
 - Parking areas and graveled areas
 - Around building perimeters
 - Along and within fenced areas, including vines growing on fences

- Diagnose lawn diseases when requested by the agency. Treat affected areas using appropriate methods, which can include applying fungicides, adjusting irrigation schedules, or removing infected plants.
- Treat and control ants, including fire ants, in turf and landscaped areas using safe and effective methods, as needed or when directed by the agency, and in compliance with applicable regulations.
- If herbicides, fungicides, or other chemicals are used, the Vendor must:
 - Hold all required Mississippi commercial applicator certifications and professional licenses for weed control
 - Follow all state, federal, and local pesticide laws and regulations
 - Ensure non-certified workers only apply chemicals under the direct supervision of a certified applicator (as Mississippi regulations allow)

2.2.2.6. Reseeding

- The Vendor must:
 - Fill holes in the lawn with topsoil.
 - Reseed bare spots with the right type of seed for the location (sun, shade, or mix).
 - Provide the first watering to help seeds germinate.
- The Vendor must overseed all grassy areas once each year in the fall, except for ball fields and embankments.
- If seed is needed, the Contracting Agency will supply it.

2.2.3. Growing Season and Frequency Guidelines

Contracting Agencies may set mowing frequencies to maintain a consistent and professional appearance. During the growing season (generally March through November), mowing shall occur at least every ten (10) days and not more than every seven (7) days unless otherwise directed by the Contracting Agency. Frequency during non-growing periods may be reduced at the Contracting Agency's discretion.

2.2.4. Reporting Debris and Hazards

The Vendor must notify the Contracting Agency if they find waste, large illegally dumped materials, or hazardous conditions. Hazardous materials or waste, or any potentially unsafe conditions, must be reported immediately upon discovery.

2.2.4.1. If the Vendor finds hazardous materials or unsafe conditions, they must stop work in the affected area. The Vendor must take appropriate safety measures to protect workers, the public, and the environment before resuming work.

2.3. Contract Deliverables

Upon execution of a contract, the Vendor shall:

2.3.1. Account Management and Communication

- Assign an Account Representative to coordinate with the Contracting Agency Representative. This Account Representative shall be available for periodic meetings as requested by the Contracting Agency.
- Acknowledge all service requests within 24 hours and provide an estimated completion timeline within the timeframe specified by the Contracting Agency.

- Communicate all required reports and updates to the Agency.

2.3.2. Scheduling, Access, and Conduct

- Schedule all services in advance with the Contracting Agency. The schedule may be adjusted as needed to accommodate weather, operational needs, or special events. Frequency of mowing and other routine services will vary with season, temperature, and precipitation.
- Perform all routine services Monday through Friday, between 7:00 a.m. and 5:00 p.m., excluding state holidays, unless otherwise directed by the Contracting Agency.
- Coordinate services to avoid interference with normal Agency operations. Bidders will only be responsible for providing services at facilities located within the region(s) for which they have submitted a bid. Services may be required at multiple facilities within the awarded region(s). The Contracting Agency will provide at least fifteen (15) days' notice of events that restrict access to grounds.
- Comply with all facility security rules and procedures. Vendor personnel may be required to:
 - Sign in and out at state facilities
 - Wear uniforms or display visible identification at all times
 - Show photo ID when entering facilities or grounds, if requested
- Maintain professional conduct and comply with all applicable state policies, safety requirements, and site-specific procedures at all times. Ensure personnel are adequately supervised while performing work. Any violation may result in contract termination.
- Promptly correct any identified deficiencies within twenty-four (24) hours of notification. Payment may be withheld until deficiencies are resolved. Repeated non-performance or policy violations may result in contract termination.

2.3.3. Personnel Requirements

- Provide qualified, competent, well-trained, drug-free, and properly dressed staff. Proper dress includes long pants and shirts/blouses with sleeves; clothing must be weather-appropriate.
- Ensure all personnel understand duties, report on time, and are supervised properly.
- Handle disciplinary matters promptly; personnel must not involve Agency staff in employment issues.
- Replace any personnel not performing satisfactorily at no cost to the Agency.
- Maintain a sufficient pool of qualified personnel, including a supervisor or crew foreman who will oversee work, report damages, and ensure security of staff, equipment, and supplies.

2.3.4. Materials, Equipment and Safety

- Provide all labor, materials, supplies, vehicles, equipment, and supervision necessary to complete services. Equipment and materials remain Vendor property but must meet industry standards and OSHA requirements. This does not include any materials or equipment provided by the Contracting Agency.
- Operate vehicles in compliance with state and Agency regulations.
- Follow all applicable laws, ordinances, rules, regulations, and industry best practices.

2.3.5. Property Care and Liability

- Take precautions to prevent damage to facilities, buildings, landscaping, irrigation systems, and other property.
- Replace or repair any damage caused by Vendor personnel. The Agency may withhold payment or deduct costs to ensure reimbursement for loss or damage.

2.4. Compliance with Contracting Agency Policies

Vendors must abide by all policies, procedures, and laws pertaining to the Contracting Agency's operation at all times, including but not limited to:

2.4.1. All state facilities are non-smoking; personnel must adhere to this requirement. The use of tobacco products is prohibited except within designated smoking areas.

2.4.2. Possessing any illegal drug or alcoholic beverage on state property is prohibited. Personnel shall not consume any unlawful or illegally obtained drug or alcoholic beverage while on duty.

2.4.3. Personnel should refrain from using foul, abusive, or profane language on state property.

2.4.4. Personnel shall not flirt or fraternize with Contracting Agency personnel or any visitor at the Contracting Agency.

2.4.5. Personnel shall not solicit or otherwise interfere with the work of Contracting Agency employees.

2.4.6. Personnel shall not engage in personal activities such as texting, personal phone calls, or reading magazines while on the job and shall comply with the Contracting Agency's restrictions regarding visitation with friends, family members, or acquaintances while on the job.

2.4.7. The Contracting Agency reserves the right to inspect and search all Vendor personnel or vehicles at any time while on facility grounds.

2.4.8. Personnel must sign in and out at most state facilities and strictly observe security provisions.

2.4.9. Personnel may be required to provide photographic identification for inspection upon entering state facilities or grounds. Employees must wear clearly visible personnel identification badges, visitor badges, or personal identification of the individual employee.

2.4.10. Deviations from any of the policies in **Section 2.4.** may be considered grounds for contract termination.

2.5. Additional Vendor Obligations and Requirements

The Vendor shall also:

2.5.1. 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;

2.5.2. Make all unemployment compensation contributions required by Federal and State law and process claims as required;

2.5.3. Ensure that Vendor personnel fully comply with the Contracting Agency's policies and procedures, the applicable standards of care, Joint Commission standards, and all applicable regulations as now existing or as may be modified;

2.5.4. Perform a background check and/or drug screening before hire and, if requested, verify and/or provide the results to the Contracting Agency (test must show that employees are drug-free);

2.5.5. The Vendor shall perform all services provided in the contract between the Vendor and the Contracting Agency in accordance with customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices, and other agents. The Vendor shall be responsible for the complete performance of all work, for the methods, means, and equipment used, and for furnishing all materials, tools, apparatus, and property of every description used in connection therewith. No statement within this IFB shall negate compliance with any applicable governing regulation. The absence of detailed specifications or the omission of detailed descriptions shall be recognized as meaning that only the best commercial practices are to prevail and that only first-quality materials and workmanship are to be used.

2.6. Detailed Scope to be Provided by Contracting Agency

When the Contracting Agency selects a vendor on the PVL for consideration concerning a specific project or need, it will provide a detailed scope and specific work requirements. Such scope and requirements will include, but are not limited to, a description of work activities, a definition of deliverables, time frames, and budget parameters.

2.7. Duration of Services to be Provided

Pending approval by the PPRB, OSSS anticipates that the PVL will be effective March 4, 2026. Vendors added to the PVL will remain on the PVL until February 28, 2031, unless they are removed pursuant to **Section 2.11**. Vendors may enter new contracts with Contracting Agencies between March 4, 2026, and February 28, 2029. New contracts may not be entered after February 28, 2029. Any contracts which were entered before February 28, 2029, may be extended for a period to end no later than February 28, 2031.

OSSS reserves the right to request that PPRB approve an earlier or later effective date for the PVL. Should this be the case, OSSS will adjust all the above dates to reflect the effective date.

2.8. Bid Prices

Contracts resulting from this Invitation for Bids shall be fixed-price contracts. Bid prices submitted in response to this IFB shall remain firm, valid, and renewable for five years following the effective date of the PVL, except for a price adjustment as discussed in **Section 2.8.1**.

2.8.1. Price Adjustment

When contracting with a PVL vendor, Contracting Agencies may choose to include the price adjustment clause stated in **Section 2.8.1.1**. Contracting Agencies are not required to include this clause under this PVL. No price adjustment will be allowed in contracts other than by inclusion of the price adjustment clause in **Section 2.8.1.1**. Vendors should assume that no such price adjustment will be permitted when preparing bids to respond to this IFB.

2.8.1.1. 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 2025-05, Preapproved List of Vendors for Lawn & Landscaping Services, are no longer viable for the provision of services required by the Contracting Agency. Market disruptions that could precipitate a price adjustment include but are not limited to supply chain disruptions, labor shortages, changes in environmental regulations, and significant changes in the cost of fuel, fertilizers, or equipment. The Vendor must provide a market analysis regarding the viability of the originally bid rates and rates the Vendor contends would be viable under the current market conditions. The Vendor shall provide any other documentation or information the Contracting Agency requires to support the request for a price adjustment. The Contracting 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 should 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 rate exceeding 110% of the original bid hourly rate. (For example, an originally bid hourly rate of \$30.00 could increase to, but not exceed, \$33.00 under this clause.)

2.8.2. A Contracting Agency is encouraged but not required to contact the lowest-priced Vendor for the lawn & landscaping services needed. 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 vendor selection.

2.9. Insurance Requirements

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

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

2.9.1.2. *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

2.9.2. In addition to the mandatory insurance requirements in **Section 2.9.1**, Contracting Agencies may require successful Vendors to maintain the following types of insurance. Each Contracting Agency will determine the specific coverage limits based on the nature and scope of work:

2.9.2.1. *Automobile Liability Insurance* covering all vehicles, owned or otherwise, used in the contract work with limits of \$1,000,000.00 for injuries, including accidental death to any person and subject to the same limit for each person for any one accident involving two or more persons; and,

2.9.2.2. *Automobile Property Damage Insurance* covering all property damage by automobile with limits of \$500,000.00 for all property damage by automobile.

2.9.3. All insurance policies shall list the **State of Mississippi** as an additional insured. Upon request, the Vendor shall provide copies of any insurance documentation to OSSS and/or the Contracting Agency.

2.9.4. 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.

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

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

2.10. Contract Terms and Conditions

Following the establishment of a list of preapproved vendors for lawn & landscaping services, Contracting Agencies will primarily use a contract substantially similar, if not identical, to the sample contract in **Attachment H** of this IFB. By submitting a bid, Vendors acknowledge their willingness to enter such contracts without substantial revision.

2.10.1. The scope requirements in this IFB, the rates bid in response to this IFB, and the contract clauses required to be included in contracts for personal and professional services pursuant to Appendix E of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* are fixed and non-negotiable.

2.10.2. 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 2.8.1.** regarding potential price adjustments.)

2.11. 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 hourly 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

All bids must be submitted in writing and include all documentation requested in the Invitation for Bids. Bids submitted without such documentation may not be considered. Only information in the attached Bid Form and accompanying required documentation will be considered when evaluating bids.

The bid package must contain the following:

3.1.1. Bid Cover Sheet (Attachment B)

3.1.2. Bid Form (Attachment C)

The Vendor must submit a completed bid form for each Region in which it intends to submit a bid. If the Vendor intends to bid on all Regions, the Vendor may submit a single bid form covering all Regions by indicating “All” in the Region section of the bid form. All pricing must be submitted on the bid form, and each bid form must be signed by an individual with authority to execute contracts for the Vendor.

3.1.3. Signed Certifications and Assurances (Attachment D)

3.1.4. Release of Bid as Public Record (Attachment E)

3.1.5. References (Attachment F)

Each Vendor must provide at least three (3) references for similar services provided within the past three years, with a maximum of five (5) references allowed. For each reference, the Vendor must include a contact person, email address, and telephone number, and ensure all information is current and correct. OSSS must be able to reach at least two (2) references within five (5) business days of the bid opening. If two (2) references cannot be reached within that time, the Vendor may be deemed non-responsive. References must be familiar with the Vendor’s work in the areas covered by this solicitation. To be considered responsible, the Vendor must score at least six points on two (2) Reference Score Sheets (Attachment G), for a total minimum of 12 points. OSSS will contact references in the order they are submitted.

3.1.6. Acknowledgement of all IFB Amendments that may be issued before the closing date. See Section 1.6.

3.2 Bid Submission Requirements

Bids must be submitted by December 11, 2025, at 5:00 pm CST. Vendors may submit bids in one of two ways, as discussed below. The Vendor is solely responsible for submitting the bid package on time. Bids received after the specified time shall be rejected and remain unopened in the procurement file. The Vendor assumes all risks regarding the bid’s delivery. OSSS, DFA, and PPRB will not be responsible for delivery delays, packages lost in the delivery process, misdirected emails, or other errors.

3.2.1. Submission of a Physical Bid

The Vendor may submit physical copies of the original signed bid package in a sealed envelope or package to:

Mississippi Department of Finance and Administration
Office of Statewide Strategic Sourcing
Attn: Shannon Smith
501 North West Street, Suite 1300
Jackson, MS 39201

The Vendor must clearly label the sealed envelope or package with the following information:

SEALED BID – DO NOT OPEN
Lawn & Landscaping Services
Preapproved Vendor List
RFx # 3160007718
Bid Opening: December 12, 2025

OSSS will indicate the time and date of receipt on the envelope or package. It is the sole responsibility of the Vendor to ensure that Shannon Smith receives the package and that the date and time of receipt are indicated on the package.

3.2.2. Submission of a Bid via Email

The Vendor shall submit an electronic copy of the original signed bid package in a single email to all three email addresses listed below:

Shannon.Smith@dfa.ms.gov
April.Burns@dfa.ms.gov
PVLs@dfa.ms.gov

Please submit to **all three addresses** to ensure the bid is deemed responsive.

The subject line of the email must read:

SEALED BID Lawn & Landscaping PVL Bid Opening 12.12.25

For purposes of determining timeliness, the date and time the email is received by any DFA inbox listed above will serve as the official time of receipt. It is the sole responsibility of the Vendor to ensure that DFA receives the email containing the bid package before the submission deadline.

3.2.3. Bids must be submitted using the bid form provided. Any modifications or additions to the bid form or other parts of the bid may result in rejection. OSSS may, on a case-by-case basis, determine that a bid with modifications or additions is non-responsive. Before rejecting a bid, OSSS may ask the Vendor to withdraw or correct non-responsive portions, as long as these changes do not affect the quality, quantity, price, or delivery of the services.

3.2.4. Any Vendor claiming its response contains information exempt from the Mississippi Public Records Act (Mississippi Code Annotated §§ 25-61-1, et. seq., and 79-23-1) shall provide an additional copy of the bid package which has the relevant information redacted and cites the specific statutory authority for contention that each redaction is exempt.

3.3. Expenses Incurred in the Procurement Process

All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, 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.

3.5. Withdrawal of a Bid

A Vendor may withdraw a bid before the time set for opening bids by providing 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. The Contracting Agency is under no obligation to award a contract following issuance of this solicitation.

3.10. Property Rights

Property rights do not inure to 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. The Contracting Agency is under no obligation to award a contract and may terminate this contract at any time for its own convenience.

Section 4. Bid Evaluation and Award

4.1 Minimum Vendor Qualifications to be Deemed Responsible

A Vendor must meet each of the following minimum qualifications to be deemed responsible:

4.1.1. Vendor must have been in business and providing lawn & landscaping services at least three (3) years.

4.1.2. Vendor must provide proof of valid Mississippi commercial applicator certification in any relevant category (e.g. Weed & Disease Control) as part of the bid submission.

4.1.3. Vendor must demonstrate the capability to effectively service each region bid, either through maintaining a physical office or through other means that ensure prompt and reliable service delivery. Vendor must provide all required information for each region bid for verification purposes. If the Vendor does not have an office in the region, the Vendor must explain how it will service the region bid on the **Bid Form, Attachment C**.

4.1.4. Vendor must receive a minimum of six (6) points on two (2) Reference Score Sheets for a total minimum scoring requirement of 12 points discussed in **Section 3.1.5**.

4.2 Basis for Award

4.2.1. OSSS will evaluate bids based on the requirements outlined in this IFB. No criteria other than those outlined in this Invitation for Bids will be used in an evaluation.

4.2.2. Only Vendors who are found responsive and responsible will have their bids 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

OSSS will calculate an average hourly rate for each vendor by averaging the hourly rates submitted for the Core Services listed on the Bid Form (mowing, edging, string trimming, blowing, and debris pickup). OSSS will then calculate a *market average* by averaging all Vendors' average core service hourly rates. All Vendors whose average core service hourly

rate is less than 125% of the *market average* will be placed on the PVL for the region. Optional/Specialized Services are not included in this calculation and will not be considered for evaluation. See the example below.

COASTAL REGION			
Core Service	Vendor A	Vendor B	Vendor C
Mowing	\$32.00	\$35.00	\$50.00
Edging	\$25.00	\$25.00	\$36.00
String Trimming	\$26.00	\$25.00	\$36.00
Blowing	\$20.00	\$20.00	\$29.00
Debris Pickup	\$27.00	\$30.00	\$44.00
Average Core Service Hourly Rate	\$26.00	\$27.00	\$39.00

	Market Average	125% of Mean
Coastal Region	\$30.67	\$38.33

In the example above, OSSS would place Vendors A and B on the PVL in that region. Vendor C would not be placed on the PVL because its average core service hourly rate price exceeds 125% of the mean.

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 can request that OSSS reconsider the terms of the 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 potential Vendor shall file any such request within three (3) business days following the date of public notice of the solicitation. The potential Vendor must submit the request by email to **both** of the following individuals:

- 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 shall contain the requesting Vendor's name, a single contact person, all contact information for the contact person, the RFx number of the solicitation, and the date the IFB was issued. The request shall identify which of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* the requesting vendor believes to have been violated by the solicitation, as written. 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 document at issue in its request. 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 on March 3, 2027, and March 1, 2028. Vendors seeking inclusion on the updated PVL shall submit the bid in accordance with Section 3. Vendors should adjust the information required to be included on the sealed package or email subject line to reflect the relevant Bid Opening date. All Vendors must be responsive and responsible, as described in this IFB. Any Vendor submitting a bid after December 11, 2025, at 5:00 pm CST agrees to all the terms, conditions, and requirements as if it originally submitted the bid on December 11, 2025.

4.5.1. Rolling Awards for 2027

Bids for Rolling Awards to be awarded on March 3, 2027, must be received by OSSS no later than December 21, 2026, at 5:00 pm CST. The Bid Opening for any such awards will be held December 22, 2026.

4.5.2. Rolling Awards for 2028

Bids for Rolling Awards to be awarded on March 1, 2028, must be received by OSSS no later than December 20, 2027, at 5:00 pm CST. The Bid Opening for any such awards will be held December 21, 2027.

4.5.3. Any bids received after December 11, 2025, at 5:00 pm CST will be held by OSSS and considered for inclusion in the updated list published on March 3, 2027. Any bids received after December 21, 2026, at 5:00 pm CST will be held by OSSS and considered for inclusion in the updated list published on March 1, 2028. Any bids received after December 20, 2027, at 5:00 pm CST will not be considered for inclusion in the PVL resulting from this IFB.

4.5.4. OSSS will not include Vendors on the updated PVL whose average core service hourly rate exceeds 125% of the mean of the average core service hourly rate for that region. The mean will be determined by only those bids submitted for inclusion on the original PVL (i.e., submitted on or before December 11, 2025, at 5:00 pm CST in response to this IFB). For additional information, see **Section 4.2.3.**

ATTACHMENT A: Regional Map

North Delta

Coahoma
Desoto
Grenada
Panola
Quitman
Tallahatchie
Tate
Tunica
Yalobusha

South Delta

Bolivar
Carroll
Holmes
Humphreys
Issaquena
Leflore
Sharkey
Sunflower
Washington

Central

Hinds
Madison
Rankin
Warren
Yazoo



Northeast

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

East Central

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

Southwest

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

Pinebelt

Clarke
Covington
Jasper
Jones
Lauderdale
Newton
Scott
Smith
Wayne

Coastal

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

ATTACHMENT B: 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 Lawn & Landscaping Services to be used on an as-needed basis by State Agencies under the purview of the PPRB.

Bids must be submitted on or before **December 11, 2025, at 5:00 pm CST.**

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

Lawn & Landscaping Services
RFx # 3160007718
Bid Opening: December 12, 2025
SEALED BID – DO NOT OPEN

Name of Company: _____

Quoted By: _____

Signature: _____

Address: _____

City/State/Zip Code: _____

Company Representative: _____

Telephone: _____

Fax: _____

Email: _____

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

MAGIC supplier number: _____

In addition to providing the above contact information, please answer the following questions regarding your company. *This information may be provided to prospective Contracting Agencies on the list of preapproved vendors.*

What year was your company started? _____

How many years and/or months has your company been performing the services called for in this Invitation for Bids? _____

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

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

How many customers has your company provided Lawn & Landscaping Services to in the past three (3) years? Please include the dates, the size of the area maintained, and the annual billing amount for each customer.

List all pesticide / herbicide / fungicide applicator certification numbers and expiry dates, and attach copies of certificates / licenses.

ATTACHMENT C: Bid Form

Lawn & Landscaping Services

Company: _____ Region: _____

Company Representative: _____ Title: _____

Telephone: _____ Email: _____

The pricing quoted shall be inclusive of, but not limited to all required insurance; overhead; profit; vehicles; materials; fuel, mileage, and travel time; training; certifications; business and professional licenses, permits, or fees; and all other costs. Pricing for lawn & landscaping services should include all associated costs with no additional or hidden fees. **Price ranges are not acceptable and will be deemed non-responsive.**

Core vs. Optional Services: Core Services will be used in determining vendor responsiveness and for evaluation of pricing. Optional/Specialized Services are requested for informational purposes only and will not be used in the evaluation for award. Optional Services may be requested by agencies on an as-needed basis at the rates provided, but the Contracting Agency makes no guarantee of usage. If any Optional/Specialized Services require specific certifications by law (e.g., horticultural weed control), only vendors that hold the required certifications may offer those services.

CORE SERVICES	PRICE PER HOUR
Mowing	
Edging	
String Trimming	
Blowing	
Debris Pickup	

OPTIONAL/SPECIALIZED SERVICES	PRICE PER HOUR
Tree Limbing/Pruning (below 15 feet)	
Pressure Washing	
Mulching (Vendor supplies mulch)	

Mulching (Agency supplies mulch)	
Aerating	
Reseeding	

Location of Vendor's Office in Region: _____

If your company is not physically located in the region, how will you supply lawn & landscaping 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 # 3160007718), 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 D: 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 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.
2. *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.
3. *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.
4. *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.
5. 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.
6. 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.
7. 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.

8. 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 E: 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 F: 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 G: 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 lawn & landscaping services when you called?	Yes	No
Were you satisfied with the lawn & landscaping services provided by the vendor, if any? If not, please explain.	Yes	No
Was the vendor easy to work with when scheduling lawn & landscaping services?	Yes	No
Were the lawn & landscaping services provided on time and 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 H: Sample Contract

CONTRACT FOR LAWN & LANDSCAPING 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 lawn & landscaping 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. 2025-05, Preapproved List of Lawn & Landscaping 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 February 28, 2029, and the period of performance ends no later than February 28, 2031, as set by IFB No. 2025-05, Preapproved List of Vendors for Lawn & Landscaping 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. In addition to the mandatory insurance requirements in 15a, [Agency] may require the Contractor to maintain the following types of insurance. The Agency will determine the specific coverage limits based on the nature and scope of work:

- **Automobile Liability Insurance** covering all vehicles, owned or otherwise, used in the contract work with limits of \$1,000,000.00 for injuries, including accidental death to any person and subject to the same limit for each person for any one accident involving two or more persons; and,
- **Automobile Property Damage Insurance** covering all property damage by automobile with limits of \$500,000.00 for all property damage by automobile.

c. 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].

d. 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.

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

f. 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 bidder responding to a solicitation for personal and professional services and 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.

_____	By:	_____
DATE		[Manager]
		[Comments]

_____	By:	_____
DATE		[Subject]
		[Title]
		[AGENCY]

EXHIBIT A: SCOPE OF SERVICES

I. Scope of Services

The Contractor must provide all labor, equipment, and supervision to maintain the grounds in a neat, clean, and professionally maintained condition. Services should meet industry standards, be performed safely, and adhere to the Agency's schedule and site-specific needs. The Agency may adjust schedules or request specific services based on seasonal or site needs.

A. Core Services

These are the required services that vendors must be able to perform. The Agency will request them on a routine basis. The core services include, but are not limited to:

1. Mowing

- The Contractor must mow all grass areas to the height specified by the Agency. Grass should be cut evenly and maintained at a consistent height, taking into account rainfall and growth patterns.
- Mower blades must be sharp, and mowing must not damage trees, shrubs, signs, vehicles, or other property.
- Before mowing, the Contractor must move small items (like benches, lawn furniture, or branches) out of the way and put them back afterward. The Contractor must report large or permanent obstacles to the Agency.
- When mowing near vehicles, the Contractor must mow so that clippings do not land on them. All mowers must have deflector guards in place.
- The Contractor must not leave grass clippings in piles, clumps, or rows. Clippings on sidewalks, driveways, or other paved areas must be blown or swept off. If clippings are excessive or harmful to the grass, they must be removed. Even distribution of clippings across the lawn is required.

2. Edging and String Trimming

- The Contractor must trim grass around and under all fixed objects, including (but not limited to): trees, shrubs, fences, poles, posts, signs, walls, building foundations, monuments, rocks, sprinkler systems, HVAC units, planter beds, mulched areas, property lines, paved surfaces, curbs, sidewalks, driveways, ramps, garbage enclosures, or any other permanent structure. Trimmed areas must match the height and appearance of the surrounding mowed grass.
- Grass in ditches, banks, or other areas the mower cannot reach must also be trimmed each time mowing occurs.
- Trimming may be done by hand or with power equipment (e.g., string trimmers).
- The Contractor is responsible for repairing or replacing any grass, plants, or property damaged by trimming.
- The Contractor must edge along paved areas (sidewalks, driveways, curbs, entrances, etc.).
- The Contractor must complete trimming and edging on the same day as mowing. Mowing is not considered finished until trimming and edging are done.

3. Blowing

- The Contractor must remove all clippings, leaves, and trimmings from sidewalks, paths, entrances, pavilions, dumpster areas, parking lots, roadways, and other hard surfaces.
- The Contractor must not blow debris into streets, onto neighboring property, or into storm drains.
- Cleanup must be done the same day mowing occurs. Grass cutting is not considered complete until all cleanup is finished.

4. Debris Pickup

- Before mowing, the Contractor must pick up and remove all litter and debris, including items such as cups, bags, napkins, garbage, leaves, branches, lumber, tires, and appliances.
- The Contractor must properly dispose of all litter and debris at a licensed landfill or waste facility identified by the Agency, at the Contractor's expense. Nothing may be left at the curb.

- Items that need special handling must be placed in the area identified by the Agency for pickup. The Contractor must notify the Agency's representative (by phone and email) within two hours if they find safety hazards, waste debris, or large quantities of dumped materials.

B. Optional/Specialized Services

An Agency may request these services on an as-needed basis. The optional services include, but are not limited to:

1. Tree Limbing/Pruning (below 15 feet)

- By March 1 each year (or another date set by the Agency), the Contractor must:
 - Trim and shape all shrubs and ornamental plantings.
 - Prune small trees to remove dead, broken, or diseased branches.
 - Remove sucker shoots from all deciduous trees.
- All litter and debris must be properly disposed of off-site at a licensed landfill or waste facility identified by the Agency at the Contractor's expense. Nothing may be left at the curb.
- Items that need special handling must be placed in the area identified by the Agency for pickup.
- The Contractor must notify the Agency's representative (by phone and email) within 2 hours if they find safety hazards, waste debris, or large dumped materials.

2. Pressure Washing

- Pressure washing must remove dirt, debris, mildew, mold, grease, oil stains, and other buildup.
- Services may be required on building exteriors, sidewalks, parking lots, driveways, walkways, loading areas, and other assigned surfaces.
- The Contractor must:
 - Use the right equipment and cleaning methods for each surface to prevent damage.
 - Use cleaning agents only when needed and always in compliance with environmental and safety rules.
- All pressure washing must leave the surface clean, even in appearance, and free of residue or damage.

3. Mulching

- Mulched plant beds must be kept weed-free at all times. Weeds must be removed completely, including roots, and disposed of off-site.
- Remove old mulch and apply new mulch when requested by the Agency. The Contractor shall supply the mulch unless the Agency provides it. While mulching is generally best done in the spring or fall, the Agency may request it at any time.
- The Agency may also provide annuals, perennials, or shrubs for the Contractor to install.

4. Aerating

- The Agency may request aeration of lawn areas once per year, typically in the spring. Ball fields and embankments are excluded.
- The Contractor must use industry-standard practices and equipment suited to the site.
- If requested, aeration must be scheduled at a time that minimizes disruption to Agency operations.

5. Weed/Disease Control

- The Contractor must remove grass and weeds from:
 - Cracks in sidewalks, curbs, and paved areas (asphalt or concrete)
 - Parking areas and graveled areas
 - Around building perimeters
 - Along and within fenced areas, including vines growing on fences
- Diagnose lawn diseases when requested by the agency. Treat affected areas using appropriate methods, which can include applying fungicides, adjusting irrigation schedules, or removing infected plants.
- Treat and control ants, including fire ants, in turf and landscaped areas using safe and effective methods, as needed or when directed by the agency, and in compliance with applicable regulations.
- If herbicides, fungicides, or other chemicals are used, the Contractor must:

- Hold all required Mississippi commercial applicator certifications and professional licenses for weed control
- Follow all state, federal, and local pesticide laws and regulations
- Ensure non-certified workers only apply chemicals under the direct supervision of a certified applicator (as Mississippi regulations allow)

6. Reseeding

- The Contractor must:
 - Fill holes in the lawn with topsoil.
 - Reseed bare spots with the right type of seed for the location (sun, shade, or mix).
 - Provide the first watering to help seeds germinate.
- The Contractor must overseed all grassy areas once each year in the fall, except for ball fields and embankments.
- If seed is needed, the Agency will supply it.

C. Growing Season and Frequency Guidelines

Agencies may set mowing frequencies to maintain a consistent and professional appearance. During the growing season (generally March through November), mowing shall occur at least every ten (10) days and not more than every seven (7) days unless otherwise directed by the Agency. Frequency during non-growing periods may be reduced at the Agency's discretion.

D. Reporting Debris and Hazards

The Contractor must notify the Agency if they find waste, large illegally dumped materials, or hazardous conditions. Hazardous materials or waste, or any potentially unsafe conditions, must be reported immediately upon discovery. If the Contractor finds hazardous materials or unsafe conditions, they must stop work in the affected area. The Contractor must take appropriate safety measures to protect workers, the public, and the environment before resuming work.

II. Contract Deliverables

Upon execution of a contract, the Contractor shall:

A. Account Management and Communication

- Assign an Account Representative to coordinate with the Agency Representative. This Account Representative shall be available for periodic meetings as requested by the Agency.
- Acknowledge all service requests within 24 hours and provide an estimated completion timeline within the timeframe specified by the Agency.
- Communicate all required reports and updates to the Agency.

B. Scheduling, Access, and Conduct

- Schedule all services in advance with the Agency. The schedule may be adjusted as needed to accommodate weather, operational needs, or special events. Frequency of mowing and other routine services will vary with season, temperature, and precipitation.
- Perform all routine services Monday through Friday, between 7:00 a.m. and 5:00 p.m., excluding state holidays, unless otherwise directed by the Agency.
- Coordinate services to avoid interference with normal Agency operations. Bidders will only be responsible for providing services at facilities located within the region(s) for which they have submitted a bid. Services may be required at multiple facilities within the awarded region(s). The Agency will provide at least fifteen (15) days' notice of events that restrict access to grounds.
- Comply with all facility security rules and procedures. Contractor personnel may be required to:
 - Sign in and out at state facilities
 - Wear uniforms or display visible identification at all times
 - Show photo ID when entering facilities or grounds, if requested

- Maintain professional conduct and comply with all applicable state policies, safety requirements, and site-specific procedures at all times. Ensure personnel are adequately supervised while performing work. Any violation may result in contract termination.
- Promptly correct any identified deficiencies within twenty-four (24) hours of notification. Payment may be withheld until deficiencies are resolved. Repeated non-performance or policy violations may result in contract termination.

C. Personnel Requirements

- Provide qualified, competent, well-trained, drug-free, and properly dressed staff. Proper dress includes long pants and shirts/blouses with sleeves; clothing must be weather-appropriate.
- Ensure all personnel understand duties, report on time, and are supervised properly.
- Handle disciplinary matters promptly; personnel must not involve Agency staff in employment issues.
- Replace any personnel not performing satisfactorily at no cost to the Agency.
- Maintain a sufficient pool of qualified personnel, including a supervisor or crew foreman who will oversee work, report damages, and ensure security of staff, equipment, and supplies.

D. Materials, Equipment and Safety

- Provide all labor, materials, supplies, vehicles, equipment, and supervision necessary to complete services. Equipment and materials remain Contractor property but must meet industry standards and OSHA requirements. This does not include any materials or equipment provided by the Agency.
- Operate vehicles in compliance with state and Agency regulations.
- Follow all applicable laws, ordinances, rules, regulations, and industry best practices.

E. Property Care and Liability

- Take precautions to prevent damage to facilities, buildings, landscaping, irrigation systems, and other property.
- Replace or repair any damage caused by Contractor personnel. The Agency may withhold payment or deduct costs to ensure reimbursement for loss or damage.

III. Compliance with Agency Policies

Contractors must abide by all policies, procedures, and laws pertaining to the Agency's operation at all times, including but not limited to:

- A. All state facilities are non-smoking; personnel must adhere to this requirement. The use of tobacco products is prohibited except within designated smoking areas.
- B. Possessing any illegal drug or alcoholic beverage on state property is prohibited. Personnel shall not consume any unlawful or illegally obtained drug or alcoholic beverage while on duty.
- C. Personnel should refrain from using foul, abusive, or profane language on state property.
- D. Personnel shall not flirt or fraternize with Agency personnel or any visitor at the Agency.
- E. Personnel shall not solicit or otherwise interfere with the work of Agency employees.
- F. Personnel shall not engage in personal activities such as texting, personal phone calls, or reading magazines while on the job and shall comply with the Agency's restrictions regarding visitation with friends, family members, or acquaintances while on the job.
- G. The Agency reserves the right to inspect and search all Contractor personnel or vehicles at any time while on facility grounds.
- H. Personnel must sign in and out at most state facilities and strictly observe security provisions.

- I. Personnel may be required to provide photographic identification for inspection upon entering state facilities or grounds. Employees must wear clearly visible personnel identification badges, visitor badges, or personal identification of the individual employee.
- J. Deviations from any of the policies in Section III may be considered grounds for contract termination.

IV. Additional Contractor Obligations and Requirements

The Contractor shall also:

- A. 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 Contractor to comply with laws or regulations requiring an employer to withhold and/or pay employment-related taxes or other withholdings required by law;
- B. Make all unemployment compensation contributions required by Federal and State law and process claims as required;
- C. Ensure that Contractor personnel fully comply with the Agency's policies and procedures, the applicable standards of care, Joint Commission standards, and all applicable regulations as now existing or as may be modified;
- D. Perform a background check and/or drug screening before hire and, if requested, verify and/or provide the results to the Agency (test must show that employees are drug-free);
- E. The Contractor shall perform all services provided in the contract between the Contractor and the Agency in accordance with customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices, and other agents. The Contractor shall be responsible for the complete performance of all work, for the methods, means, and equipment used, and for furnishing all materials, tools, apparatus, and property of every description used in connection therewith. No statement within this IFB shall negate compliance with any applicable governing regulation. The absence of detailed specifications or the omission of detailed descriptions shall be recognized as meaning that only the best commercial practices are to prevail and that only first-quality materials and workmanship are to be used.

V. Detailed Scope to be Provided by the [Agency]

When the Agency selects a Contractor on the PVL for consideration concerning a specific project or need, it will provide a detailed scope and specific work requirements. Such scope and requirements will include, but are not limited to, a description of work activities, a definition of deliverables, time frames, and budget parameters. [Any details regarding the scope of work from the Agency should be included here.]

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. 3160007718), 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 for the [Region] in response to IFB No. 2025-05, Preapproved List of Vendors for Lawn & Landscaping Services):

CORE SERVICES	PRICE PER HOUR
Mowing	
Edging	
String Trimming	
Blowing	
Debris Pickup	

OPTIONAL/SPECIALIZED SERVICES	PRICE PER HOUR
Tree Limbing/Pruning (below 15 feet)	
Pressure Washing	
Mulching (Vendor supplies mulch)	
Mulching (Agency supplies mulch)	
Aerating	
Reseeding	

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 hourly rates stated in an amount not to exceed [MAX CONTRACT 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 Contractor in response to Invitation for Bids 2025-05, Preapproved List of Vendors for Lawn & Landscaping Services, are no longer viable for the provision of services required by the Agency. Market disruptions that could precipitate a price adjustment include but are not limited to supply chain disruptions, labor shortages, changes in environmental regulations, and significant changes in the cost of fuel, fertilizers, or equipment. The Contractor must 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 provide any other documentation or information the Agency requires to support the request for a price

adjustment. 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 should 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 rate exceeding 110% of the original bid hourly rate. (For example, an originally bid hourly rate of \$30.00 could increase to, but not exceed, \$33.00 under this clause.)