Description of Contract or Grant

Contractor/Grant Name: Warner, Inc. d/b/a Service Master One Call

Contract Number: 2016-037E

Brief Description of Services or Nature of Contract or Grant:

Contractor shall provide the following: Janitorial Services for Educational and Research Center.

<table>
<thead>
<tr>
<th>Action (select one):</th>
<th>Attachment (if Applicable)</th>
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<tbody>
<tr>
<td>x New Contract</td>
<td>Attached W-9 (if new Contractor)</td>
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<td>Attached CP1 (if required)</td>
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<tr>
<td>Amendment/Modification of Existing Contract</td>
<td>Attached Sole Source Document (if applicable)</td>
</tr>
<tr>
<td>Grant Application/Proposal</td>
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</tr>
</tbody>
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Original Amount Requested: $930,000.00
Amended/Modified Amount: $930,000.00
Total Contract Amount: $930,000.00

If Grant Application or Proposal:
Proposed Grant Amount:
Cost-Share or Match (N/A if none):
Total Proposed Grant Amount: $0.00

Effective Contract Period:
Start Date: Date signed: December 31, 2016
End Date: December 31, 2016

Accounting Information

Department or Grant Name: Facilities Maintenance
Source of Funding (Fund and Org number):

Approvals

Rennie Watts 12/14/15
Originator of Contract

Date

Date

Procurement and Property Officer (If applicable)

Date

Director of Support Operations

Date

See the attached AG Memo.

Attorney General's Office or Associate Commissioner for Legal Affairs

Date

9/15 Date the original Contract received in the Office of Contracts & Grants Compliance

Date the signed original Contract returned to Office of Contracts & Grants Compliance

Page 1 of 2

Revised 8/14/15
Purpose of Specific Signature

**Originator of Contract:** Identifies IHL Executive Office point of contact related to specifics of contract/agreement. This individual is responsible for referencing the funding source and ensuring that there are no budget overruns as a result of the specific contractual obligation. Additionally, the originator's signature indicates that he/she has discussed the contract with the Deputy or Assistant Commissioner of the unit originating the contract and the contract meets with the Deputy or Assistant Commissioner's approval pending the following internal review.

**Procurement and Property Officer** Approval indicates that the contract is in compliance with IHL Procurement requirements.

**Director Support Operations:** Approval indicates that the contract is in compliance with IHL Executive Office requirements and/or funding agency guidelines and regulations.

**Attorney General's Office or Associate Commissioner for Legal Affairs:** Approval indicates agreement with contractual form and legal sufficiency of terms therein.

**Execution/Approval of Agreement:** The Commissioner of Higher Education must sign all agreements for the IHL Executive Office including those funded via externally funded grants. The signature denotes that the contract content meets the Executive Office goals and objectives; that contract terms are acceptable and will be enforced; and that such execution of the agreement is on behalf of the IHL Executive Office and legally binds the IHL Executive Office to the terms and conditions as set forth therein. See below for procedural instructions.

**Procedural Instruction AFTER the Commissioner of Higher Education has signed the contract:**

The original contract routing approval form and the original contract must be returned to the Office of Contracts and Grants Compliance in order for an official IHL contract number to be assigned. The assignment of the IHL contract number ensures that the contract will be properly tracked for official IHL reporting purposes. Upon assigning the IHL contract number, the original contract will be returned to the contract originator for mailing.
MEMORANDUM

TO: John Pearce, Associate Commissioner for Finance and Administration

FROM: Leigh H. Patterson, Special Assistant Attorney General

DATE: September 28, 2015

RE: IHL Contract for Janitorial Services with Warner, Inc. d/b/a ServiceMaster

Pursuant to your request, I have reviewed the revised Contract for Janitorial Services between the Institutions of Higher Learning and Warner, Inc. d/b/a ServiceMaster OneCall, and my recommendation is set forth below:

Recommendation: I recommend the Contract for Janitorial Services for IHL Board approval.

/Attachment
cc: Cathy Huff
IHL EXECUTIVE OFFICE—REQUEST FOR APPROVAL TO ENTER AN AGREEMENT WITH WARNER INC. DBA SERVICEMASTER ONECALL

Agenda Item Request: The Executive Office requests approval to enter into a service agreement with Warner Inc., dba ServiceMaster OneCall.

Contractor’s Legal Name: Warner Inc., dba ServiceMaster OneCall (ServiceMaster)

History of Contract: This is a new contract for janitorial services for the Education and Research Center.

Specific Type of Contract: New Service Agreement

Purpose: The purpose of this contract is to provide janitorial services for the Education and Research Center.

Scope of Work: The scope of the contract includes janitorial services for the Education and Research Center campus as detailed in the RFP #2015:0629. The buildings covered are as follows: Mississippi Public Broadcasting, University Center, Paul B. Johnson, and Power Plant.

Term of Contract: The term of the agreement is for one year from the date signed with an option to renew for four additional one year periods.

Termination Options: Either party may terminate the contract with at least 10 days prior written notice of such termination, specifying the intended date of termination; provided, however, that, upon request from the IHL, the Contractor shall continue performance until the IHL can find a replacement contractor or for an additional thirty (30) days after the specified termination date, whichever is the shorter time period. Upon termination, an equitable settlement shall be made for actual costs incurred by the Contractor up to the date of termination.

Contract Amount: The estimated cost is $186,000 per year. The total estimated cost of the contract if renewed annually for the additional four year terms is $930,000.

Funding Source of Contract: General Funds

Contractor Selection Process: The IHL Executive Office issued a Request for Proposal (RFP #2015:0629) on June 4, 2015. Seven (7) proposals were received. The proposals were evaluated on criteria outlined in the RFP. Of the seven proposals received, ServiceMaster provided the overall highest evaluated score.

Staff Recommendation: Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate
total expenditure of more than $250,000. The agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.
Mississippi Board of Trustees State Institutions of Higher Learning (IHL)
Professional Personal Services Contract with Independent Contractor
(This contract must be attached to a completed Contract Approval/Restyling Form prior to work commencing.)

IHL Contract Number: 2016-0370

Contractor: Warner Inc. dba ServiceMaster OneCall Phone Number: 801-938-0288
Address: 1179 Old Brandon Rd
City: Flowood State: MS Zip Code: 36232

Are you currently receiving a benefit from the Public Employees' Retirement System of Mississippi? Yes ☐ No ☐
If the answer is yes, individual must contact the Office of Human Resources (601.432.8134) to discuss eligibility of
retirement to earn compensation from the IHL Executive Office prior to completing this form.

U.S. Citizen: Yes ☐ No ☐ If no, Country of Citizenship: ________ and Residence: ________
If no, are you a non-resident alien? Yes ☐ No ☐ Visa Type: __________ Resident Alien: __________
Incorporated: Yes ☐ No ☐ Small Business, Minority, Woman-Owned? (Circle all applicable)

U.S. Social Security Number or U.S. Federal Tax Identification Number: 64-0771543

STATEMENT OF WORK:
IHL has determined that these services are essential and could not satisfactorily be performed
by IHL Executive Office employees. Therefore, the Contractor noted above will perform the
services and/or tasks as follows: Janitorial Services for Educational and Research Center

Contractor shall provide the following: Janitorial Services for Educational and Research Center

(Please reference attachment if additional space required. Any attachment is incorporated into this contract.)
Contract Begin Date: Date signed: Contract Completion Date: October 31, 2020

CONSIDERATION AND COMPENSATION: Account to be Charged:
Rate of Pay: (Indicate hourly, daily, scheduled deliverable/tasks, total project, etc.) $15,500 month (exhibit B)
If charged to a Corporation for National and Community Service Grant, consultant daily rate cannot exceed $540.

Payment Terms:
Services shall not exceed: $15,500 per month Expenses shall not exceed: $15,500 per month
Nature of Expenses:

Signed original invoices referencing the IHL contract number should be submitted to the
following address:
Mississippi Board of Trustees State Institutions of Higher Learning
Attention: IHL contract will be designated upon execution of contract.
3025 Ridgewood Road
Jackson, MS 39211-8453

IHL EXECUTIVE OFFICE CONTACT:
Name: Ronnie Wood/Pat Cumberland Phone Number: 601-432-8214/601-432-7655

Contractor Certification: I understand I must submit a signed W-9 Form (available at the
following link: http://www.mississippi.gov/dor/irs_w9.pdf). I agree to the terms noted above and
to the general terms and conditions referenced in Appendix A. I am an Independent
Contractor for the IHL; therefore, the IHL is not liable for Social Security Contributions
pursuant to Section 410, 42 U.S. Code. Furthermore, IRS Form 1099 will be forwarded at the
end of the calendar year if total payments exceed $600.

Signature of Contractor: __________________________ Date: 12/23/15

The Mississippi Board of Trustees State Institutions of Higher Learning acceptance of contract:

[Signature] Date: 12/23/15

Commissioner (or approved designate)
AGREEMENT made this day between the Institutions of Higher Learning, (hereafter referred to as "IHL"), and Warner, Inc., d/b/a ServiceMaster OneCall, (hereafter referred to as CONTRACTOR*), whose address is 1175 Old Brandon Road, Flowood, MS 39232.

IT IS CONTEMPLATED that in consideration of the mutual benefits and advantages to each other, and to meet the demands of this office within the timeframe necessary, IHL does therefore engage CONTRACTOR for the purposes and for the time set forth below; and CONTRACTOR does agree to perform the services as described.

1. SCOPE OF SERVICES.
   CONTRACTOR shall provide Janitorial services for the Education and Research Center campus located at 3825 Ridgewood Road Jackson, Mississippi 39211. Buildings covered in the RFP are as follows: Mississippi Public Broadcasting, University Center, Paul B. Johnson, and Power Plant, all located on 3825 Ridgewood Rd Jackson, MS 39211 campus. All specifications and requirements are listed in the Request for Proposal (Exhibit A) and Contractor's Proposal (Exhibit B).

   The CONTRACTOR represents and warrants that the services performed shall be of professional quality consistent with and in accordance with generally accepted industry standards for the performance of such services.

2. PERIOD OF PERFORMANCE.
   This agreement and the contract price shall be for one year from the date services are to begin and the IHL shall have an option to renew for four (4) additional consecutive one year periods; however, the contract may be terminated by either party by giving ten (10) days written notice by in accordance with Section 24 below.

3. CONSIDERATION AND PAYMENT.
   As consideration for the satisfactory performance of this Agreement, IHL agrees to pay and CONTRACTOR agrees to accept FIFTEEN THOUSAND FIVE HUNDRED DOLLARS AND NO/100$ ($15,500.00) PER MONTH.

4. INDEPENDENT CONTRACTOR: The Contractor will act as an Independent contractor under this contract, and neither the Contractor nor any employee or agent of the Contractor is an employee of the IHL Executive Office. Nothing contained herein shall be deemed or construed by the IHL Executive Office, the 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 IHL Executive Office and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the IHL Executive Office or the Contractor hereunder, create or shall be deemed to create a relationship other than the independent relationship of the IHL Executive Office and the Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. IHL Executive Office shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The IHL Executive Office shall not withhold from the contract payments to the Contractor any federal or State unemployment taxes, federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the IHL Executive Office shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees.

   The Contractor will provide the services and achieve the results specified by the IHL, free from the direction or control of the IHL as to means and methods of performance.

5. INSURANCE. The Contractor, as an independent contractor, shall provide proof of Comprehensive General Liability Insurance, Worker's Compensation Insurance and Commercial Auto Liability Insurance. The Contractor must provide a Certificate of Coverage mailed to the
8. NONRESIDENT ALIEN. If the Contractor is a nonresident alien performing services in the United States or its territories, the Contractor agrees that proof of visa status (I-94 Form) documenting authorization to receive payment for work performed will be provided to the IHL prior to payment by the IHL.

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

8. ACCESS TO RECORDS. The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices to sufficiently reflect properly all costs of whatever nature claimed to have been incurred in the performance of the Contract. The IHL, any sponsor, the state of Mississippi, or the Comptroller General of the United States or their authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts and transcripts. Such books and records shall be maintained by the Contractor for three years from the date of the completion of work. Contractor is responsible for any audit discrepancies involving deviation from the terms of the Contract and for any commitments or expenditures in excess of amounts authorized by the IHL.

9. OWNERSHIP OF WORK PRODUCTS. Any discovery, patent, copyright, invention, work papers, software, software applications, written materials, publications, data, information, by-product or end-product arising as a direct result of the performance of this Contract shall be the sole property of the IHL.

10. TERMINATION. Either the IHL or the Contractor may terminate its obligations under this Contract by giving the other party at least 10 days prior written notice of such termination, specifying the intended date of termination; provided, however, that, upon request from the IHL, the Contractor shall continue performance until the IHL can find a replacement contractor or for an additional thirty (30) days after the specified termination date, whichever is the shorter time period. Upon termination, an equitable settlement shall be made for actual costs incurred by the Contractor up to the date of termination.

11. IHL EXECUTIVE OFFICE EMPLOYEES. The Contractor will not hire any employee of the IHL Executive Office to perform any services covered by this agreement without prior written approval from IHL Executive Office Human Resources Department.

12. CONFIDENTIAL INFORMATION. In connection with the contract hereunder, the IHL and the Contractor shall be free to exchange such technical information and know-how as may be necessary to carry out the objective of the agreement. Neither party shall be required to disclose...
Mississippi Board of Trustees State Institutions of Higher Learning
Professional Personal Services Contract with Independent Contractor
Appendix A-General Terms and Conditions

to the other party technical information and know-how which it received in confidence from a third party or which is developed for a third party under conditions giving rise to an obligation of confidentiality. Employees of the IHL Executive Office performing services hereunder shall enter into confidentiality agreements should such exchange of information be needed to conduct the project. The IHL shall have the appropriate individuals execute said agreements and provide copies to the Contractor. The Contractor shall have the appropriate individuals execute said agreements and provide copies to the IHL.

Notwithstanding any provision to the contrary contained herein, it is recognized that the IHL is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, section 25-51-1, et seq., Miss. Code Ann. If a public records request is made for any information provided to the IHL pursuant to this agreement, the IHL shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to this agreement shall be liable to the other party for disclosures of information required by Court order or required by law.

13. ACKNOWLEDGEMENT OF SPONSORSHIP. The Contractor agrees that in any publication, acknowledgement shall be made of sponsorship by the IHL and/or other sponsor by use of the following statement: "This work was performed under the sponsorship of the Mississippi Board of Trustees State Institutions of Higher Learning. This work does not necessarily represent the views of the IHL or the sponsoring agency." If the publication is copyrighted, the statement "Reproduction of this article, with the customary credit to the source, is permitted," shall be added. With the exception of acknowledging sponsorship of research, the name of the IHL may not be used in publications, news releases, advertising, speeches, technical papers, photographs, and other releases of information regarding this Contract or data developed under this Contract without written approval of the IHL.

14. APPLICABLE LAW. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the state. The CONTRACTOR shall comply with applicable federal, state, and local laws and regulations. If a court determines that any provision of this contract is not enforceable against IHL, the CONTRACTOR agrees that the individual signing this agreement on behalf of IHL is not personally responsible or liable for any of the obligations and duties contained herein.

15. INDEMNIFICATION. To the fullest extent allowed by law, the CONTRACTOR shall indemnify, defend, save and hold harmless, protect, and exonerate IHL, its Commissioner, 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, attorney’s fees, arising out of or caused by the CONTRACTOR and/or its partners, principals, agents, employees and/or Subcontractors in the performance of or failure to perform this agreement. In IHL’s sole discretion, the CONTRACTOR may be allowed to control the defense of any such claim, suit, etc. In the event the CONTRACTOR defends said claim, suit, etc., the CONTRACTOR shall use legal counsel acceptable to IHL; the CONTRACTOR shall be solely responsible for all costs and/or expenses associated with such defense, and IHL shall be entitled to participate in said defense. The CONTRACTOR shall not settle any claim, suit, etc., without IHL’s concurrence, which IHL shall not unreasonably withhold.

16. CONFLICT OF INTEREST. The Contractor affirms that, to the best of his/her knowledge, there exists no actual or potential conflict between Contractor’s family, business, or financial interests and his/her services under this Contract, and, in the event of change in either his/her private interests or service under this Contract, he/she will inform the IHL regarding possible conflict of interest that may arise as a result of such change.
Mississippi Board of Trustees State Institutions of Higher Learning
Professional Personal Services Contract with Independent Contractor
Appendix A-General Terms and Conditions

17. AVAILABILITY OF FUNDS AND EXPENDITURE APPROVAL. It is expressly understood and agreed that the obligation of IHL to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the Agreement are at any time not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which the funds were provided or if funds are not otherwise available to IHL, IHL shall have the right upon ten (10) working days written notice to the CONTRACTOR, to terminate this Agreement without damage, penalty cost, or expense to IHL of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

18. SEVERABILITY. If any term or provision of this contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of the contract shall be valid and enforceable to the fullest extent permitted by law.

19. TOTAL AGREEMENT. This Contract contains the entire agreement between the parties, superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions that are not contained in this Contract shall be binding. This Contract may not be changed except by mutual agreement of the parties. Any such change shall be reduced to writing and signed by both parties.

20. CONTRACT CHANGES. The IHL may, at any time, by written order, make changes within the general scope of the contract or any of its task orders as to the services or work to be performed. If such changes cause an increase or a decrease in the CONTRACTOR’s cost or time required to perform any services under this contract or assigned task orders, whether or not changed by an order, the IHL shall make an equitable adjustment and modify this contract, or the appropriate task order, in writing. The CONTRACTOR must assert any claim for adjustment under this clause in writing within thirty (30) days from the date the CONTRACTOR received the IHL’s notification of change, unless the IHL grants additional time before the date of final payment. No services for which the CONTRACTOR will charge any additional compensation shall be furnished without the prior written authorization of the IHL.

21. ASSIGNMENT/TRANSFER/SUBCONTRACTING. The Contractor shall not assign, transfer, subcontract, or otherwise give to or impose on any other party any obligation or right of the Contractor under this Contract, without prior written consent of the IHL.

22. THIRD PARTY ACTION NOTIFICATION. The CONTRACTOR shall give the IHL prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the CONTRACTOR by any entity that may result in litigation related in any way to this contract.

23. EMPLOYMENT VERIFICATION. CONTRACTOR represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2968 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. CONTRACTOR agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. CONTRACTOR further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency.
department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

24. NOTICE. Any notice required or permitted to be given under this contract shall be in writing and sent by certified United States mail, postage prepaid, return receipt requested, to IHL by writing the Mississippi Institutions of Higher Learning, Attention: Office of Contracts and Grants Compliance, 3825 Ridgewood Road, Suite 417, Jackson, MS 39216 or to the CONTRACTOR by writing

The parties agree to promptly notify each other of any change of address.

Contractor signature when form is faxed: [Signature]

Signature and Date (I agree to the terms of the contract included in pages 1 through 5): [Date: 12-28-15]

Commissioner (or approved Designee): [Signature]

Date: 12-22-16
Contract:

Are you currently receiving a benefit from the Public Employees' Retirement System of Mississippi? Yes No
If the answer is yes, individual must contact the Office of Human Resources (661.432.6134) to discuss eligibility of retirees to earn compensation from the IHL Executive Office prior to completing this form.

U.S. Citizen: Yes No If no, Country of Citizenship: _____ and Residence: _____
If no, are you a non-resident alien? Yes No Resident Alien: ___
Incorporated: Yes No Small Business, Minority, Woman-Owned? (Circle all applicable)

U.S. Social Security Number or U.S. Federal Tax Identification Number: __________________________

STATEMENT OF WORK:
IHL has determined that these services are essential and could not satisfactorily be performed by IHL Executive Office employees. Therefore, the Contractor noted above will perform the services and/or tasks as follows: Janitorial Services for Educational and Research Center

Contractor shall provide the following: Janitorial Services for Educational and Research Center

(Please reference attachment if additional space required. Any attachment is incorporated into this contract.)
Contract Begin Date: Date signed Contract Completion Date: October 31, 2020

CONSIDERATION AND COMPENSATION: Account to be Charged:
Rate of Pay: (Indicate hourly, daily, scheduled deliverables/tasks, total project, etc.) $15,500 month (exhibit B)
(If charged to a Corporation for National and Community Service Grant, consultant daily rate cannot exceed $540.)

Payment Terms:
Services shall not exceed: $15,500 per month Expenses shall not exceed: $15,500 per month
Nature of Expenses:

Signed original invoices referencing the IHL contract number should be submitted to the following address:
Mississippi Board of Trustees State Institutions of Higher Learning
Attention: IHL contract will be designated upon execution of contract.
3823 Ridgewood Road
Jackson, MS 30211-6453

IHL EXECUTIVE OFFICE CONTACT:
Name: Ronnie Woods/Phil Cumberland Phone Number: 601-432-6218/601-622-7055
Contractor Certification: I understand I must submit a signed W-9 Form (available at the following link: http://www.mississippi.edu/finance/downloads/w9.pdf). I agree to the terms noted above and to the general terms and conditions referenced in Appendix A. I am an independent Contractor for the IHL; therefore, the IHL is not liable for Social Security Contributions pursuant to Section 418, 42 U.S. Code. Furthermore, IRS Form 1099 will be forwarded at the end of the calendar year if total payments exceed $600.

Signature of Contractor: __________________________ Date: __________________________

The Mississippi Board of Trustees Institutions of Higher Learning acceptance of contract:

Date: __________________________

Commissioner (or approved designee)
AGREEMENT made this day between the Institutions of Higher Learning, (hereinafter referred to as "IHL"), and, Warner, Inc. d/b/a ServiceMaster OneCall, (hereinafter referred to as CONTRACTOR*), whose address is 1179 Old Brandon Road, Flowood, MS 39232.

IT IS CONTEMPLATED that in consideration of the mutual benefits and advantages to each other, and to meet the demands of this office within the timeframe necessary, IHL does therefore engage CONTRACTOR for the purposes and for the time set forth below; and CONTRACTOR does agree to perform the services as described.

1. SCOPE OF SERVICES.
CONTRACTOR shall provide Janitorial services for the Education and Research Center campus located at 3825 Ridgewood Road Jackson, Mississippi 32111. Buildings covered in the RFP are as follows; Mississippi Public Broadcasting, University Center, Paul B. Johnson, and Power Plant, all located on 3825 Ridgewood Rd Jackson, MS 39211 campus. All specifications and requirements are listed in the Request for Proposal (Exhibit A) and Contractor’s Proposal (Exhibit B).

The CONTRACTOR represents and warrants that the services performed shall be of professional quality consistent with and in accordance with generally accepted industry standards for the performance of such services.

2. PERIOD OF PERFORMANCE.
This agreement and the contract price shall be for one year from the date services are to begin and the IHL shall have an option to renew for four (4) additional consecutive one year periods; however, the contract may be terminated by either party by giving ten (10) days written notice by in accordance with Section 24 below.

3. CONSIDERATION AND PAYMENT.
As consideration for the satisfactory performance of this Agreement, IHL agrees to pay and CONTRACTOR agrees to accept FIFTEEN THOUSAND FIVE HUNDRED DOLLARS AND NO/100's ($15,500.00) PER MONTH.

4. INDEPENDENT CONTRACTOR: The Contractor will act as an independent contractor under this contract, and neither the Contractor nor any employee or agent of the Contractor is an employee of the IHL Executive Office. Nothing contained herein shall be deemed or construed by the IHL Executive Office, the 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 IHL Executive Office and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the IHL Executive Office or the Contractor hereunder, create or shall be deemed to create a relationship other than the independent relationship of the IHL Executive Office and the Contractor. Contractor’s personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. IHL Executive Office shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The IHL Executive Office shall not withhold from the contract payments to the Contractor any federal or State unemployment taxes, federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the IHL Executive Office shall not provide to the Contractor any insurance coverage or other benefits, including Workers’ Compensation, normally provided by the State for its employees.

The Contractor will provide the services and achieve the results specified by the IHL, free from the direction or control of the IHL as to means and methods of performance.

5. INSURANCE. The Contractor, as an independent contractor, shall provide proof of Comprehensive General Liability insurance, Worker’s Compensation insurance and Commercial Auto Liability Insurance. The Contractor must provide a Certificate of Coverage mailed to the
6. NONRESIDENT ALIEN. If the Contractor is a nonresident alien performing services in the United States or its territories, the Contractor agrees that proof of visa status (I-94 Form) documenting authorization to receive payment for work performed will be provided to the IHL prior to payment by the IHL.

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

8. ACCESS TO RECORDS. The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices to sufficiently reflect properly all costs of whatever nature claimed to have been incurred in the performance of the Contract. The IHL, any sponsor, the state of Mississippi, or the Comptroller General of the United States or their authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts and transcripts. Such books and records shall be maintained by the Contractor for three years from the date of the completion of work. Contractor is responsible for any audit discrepancies involving deviation from the terms of the Contract and for any commitments or expenditures in excess of amounts authorized by the IHL.

9. OWNERSHIP OF WORK PRODUCTS. Any discovery, patent, copyright, invention, work papers, software, software applications, written materials, publications, data, information, by-product or end-product arising as a direct result of the performance of this Contract shall be the sole property of the IHL.

10. TERMINATION. Either the IHL or the Contractor may terminate its obligations under this Contract by giving the other party at least 10 days prior written notice of such termination, specifying the intended date of termination; provided, however, that, upon request from the IHL, the Contractor shall continue performance until the IHL can find a replacement contractor or for an additional thirty (30) days after the specified termination date, whichever is the shorter time period. Upon termination, an equitable settlement shall be made for actual costs incurred by the Contractor up to the date of termination.

11. IHL EXECUTIVE OFFICE EMPLOYEES. The Contractor will not hire any employee of the IHL Executive Office to perform any services covered by this agreement without prior written approval from IHL Executive Office Human Resources Department.

12. CONFIDENTIAL INFORMATION. In connection with the contract hereunder, the IHL and the Contractor shall be free to exchange such technical information and know-how as may be necessary to carry out the objective of the agreement. Neither party shall be required to disclose
Mississippi Board of Trustees State Institutions of Higher Learning
Professional Personal Services Contract with Independent Contractor
Appendix A-General Terms and Conditions

to the other party technical information and know-how which it received in confidence from a third party or which is developed for a third party under conditions giving rise to an obligation or confidentiality. Employees of the IHL Executive Office performing services hereunder shall enter into confidentiality agreements should such exchange of information be needed to conduct the project. The IHL shall have the appropriate individuals execute said agreements and provide copies to the Contractor. The Contractor shall have the appropriate individuals execute said agreements and provide copies to the IHL.

Notwithstanding any provision to the contrary contained herein, it is recognized that the IHL is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, section 25-61-1, et seq., Miss. Code Ann. If a public records request is made for any information provided to the IHL pursuant to this agreement, the IHL shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to this agreement shall be liable to the other party for disclosures of information required by Court order or required by law.

13. ACKNOWLEDGMENT OF SPONSORSHIP. The Contractor agrees that, in any publication, acknowledgement shall be made of sponsorship by the IHL and/or other sponsor by use of the following statement "This work was performed under the sponsorship of the Mississippi Board of Trustees State Institutions of Higher Learning. This work does not necessarily represent the views of the IHL or the sponsoring agency." If the publication is copyrighted, the statement "Reproduction of this article, with the customary credit to the source, is permitted," shall be added. With the exception of acknowledging sponsorship of research, the name of the IHL may not be used in publications, news releases, advertising, speeches, technical papers, photographs, and other releases of information regarding this Contract or data developed under this Contract without written approval of the IHL.

14. APPLICABLE LAW. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the state. The CONTRACTOR shall comply with applicable federal, state, and local laws and regulations. If a court determines that any provision of this contract is not enforceable against IHL, the CONTRACTOR agrees that the individual signing this agreement on behalf of IHL is not personally responsible or liable for any of the obligations and duties contained herein.

15. INDEMNIFICATION. To the fullest extent allowed by law, the CONTRACTOR shall indemnify, defend, save and hold harmless, protect, and exonerate IHL, its Commissioner, 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, attorney's fees, arising out of or caused by the CONTRACTOR and/or its partners, principals, agents, employees and/or Subcontractors in the performance of or failure to perform this agreement. In IHL's sole discretion, the CONTRACTOR may be allowed to control the defense of any such claim, suit, etc. In the event the CONTRACTOR defends said claim, suit, etc., the CONTRACTOR shall use legal counsel acceptable to IHL; the CONTRACTOR shall be solely responsible for all costs and/or expenses associated with such defense, and IHL shall be entitled to participate in said defense. The CONTRACTOR shall not settle any claim, suit, etc., without IHL's concurrence, which IHL shall not unreasonably withhold.

16. CONFLICT OF INTEREST. The Contractor affirms that, to the best of his/her knowledge, there exists no actual or potential conflict between Contractor's family, business, or financial interests and his/her services under this Contract, and, in the event of change in either his/her private interests or service under this Contract, he/she will inform the IHL regarding possible conflict of interest that may arise as a result of such change.
Mississippi Board of Trustees State Institutions of Higher Learning
Professional Personal Services Contract with Independent Contractor

Appendix A-General Terms and Conditions

17. AVAILABILITY OF FUNDS AND EXPENDITURE APPROVAL. It is expressly understood and agreed that the obligation of IHL to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the Agreement are at any time not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which the funds were provided or if funds are not otherwise available to IHL, IHL shall have the right upon ten (10) working days written notice to the CONTRACTOR, to terminate this Agreement without damage, penalty cost, or expense to IHL of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

18. SEVERABILITY. If any term or provision of this contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of the contract shall be valid and enforceable to the fullest extent permitted by law.

19. TOTAL AGREEMENT. This Contract contains the entire agreement between the parties, superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions that are not contained in this Contract shall be binding. This Contract may not be changed except by mutual agreement of the parties. Any such change shall be reduced to writing and signed by both parties.

20. CONTRACT CHANGES. The IHL may, at any time, by written order, make changes within the general scope of the contract or any of its task orders as to the services or work to be performed. If such changes cause an increase or a decrease in the CONTRACTOR’s cost or time required to perform any services under this contract or assigned task orders, whether or not changed by an order, the IHL shall make an equitable adjustment and modify this contract, or the appropriate task order, in writing. The CONTRACTOR must assert any claim for adjustment under this clause in writing within thirty (30) days from the date the CONTRACTOR received the IHL's notification of change, unless the IHL grants additional time before the date of final payment. No services for which the CONTRACTOR will charge any additional compensation shall be furnished without the prior written authorization of the IHL.

21. ASSIGNMENT/TRANSFER/SUBCONTRACTING. The Contractor shall not assign, transfer, subcontract, or otherwise give to or impose on any other party any obligation or right of the Contractor under this Contract, without prior written consent of the IHL.

22. THIRD PARTY ACTION NOTIFICATION. The CONTRACTOR shall give the IHL prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the CONTRACTOR by any entity that may result in litigation related in any way to this contract.

23. EMPLOYMENT VERIFICATION. CONTRACTOR represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. CONTRACTOR agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. CONTRACTOR further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency,
department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

24. NOTICE. Any notice required or permitted to be given under this contract shall be in writing and sent by certified United States mail, postage prepaid, return receipt requested, to IHL by writing the Mississippi Institutions of Higher Learning, Attention: Office of Contracts and Grants Compliance, 3825 Ridgewood Road, Suite 417, Jackson, MS 39216 or to the CONTRACTOR by writing

The parties agree to promptly notify each other of any change of address.

Contractor signature when form is faxed __________________________
Signature and Date (I agree to the terms of the contract included in pages 1 through 5)

____________________________________________________________
Date: __________________________

Commissioner (or approved Designee)
REQUEST FOR PROPOSAL
TO PROVIDE
JANITORIAL SERVICES

THE BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
3825 RIDGEWOOD ROAD, ROOM 412
JACKSON, MS 39211

RFP NO: 2015:0629

DUE DATE AND TIME
June 29, 2015 2:00 PM

CONTACT PERSON: PHIL CUMBERLAND
Ph. 601-432-6315
PCUMBERLAND@MISSISSIPPI.EDU
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RFP Number: # 2015:0629 Janitorial Services
Proposal Due @ 2:00 PM, June 29, 2015
The Board of Trustees of State Institutions of Higher Learning (IHL) requests proposals from qualified vendors for Janitorial Services for the Education and Research Center campus located at 3825 Ridgewood Road Jackson, Mississippi 39211. Buildings covered in this RFP are as follows; Mississippi Public Broadcasting, University Center, Paul B. Johnson, and Power Plant, all located on 3835 Ridgewood Rd Jackson, MS 39211 campus.

Proposals will be opened at 2:00 PM CT on Monday, June 29, 2015 at 3825 Ridgewood Road, 4th floor, conference room, Jackson, Mississippi 39211. Names of respondents will be read aloud. No other information will be discussed at that time. No activity on the part of the respondents at the proposal opening, other than attendance and note taking, is permitted. Any attempt to qualify or change any proposal by any respondent in attendance may result in the rejection of the proposal.

The successful vendor must be available to start within two weeks upon award.

It is the intent of IHL to enter into a firm fixed price contract for the services outlined herein. Proposals should be based on a fixed fee that includes all anticipated fees.

Proposals must be submitted no later 2:00 PM CST, June 29, 2015.

E-Mail to: pcumberland@mississippi.edu
Fax to: 601-432-6315

Deliver to: Board of Trustees of State Institutions of Higher Learning
Attention: Procurement Department
3828 Ridgewood Road Suite 412
Jackson, MS 39211
BUSINESS OVERVIEW AND BACKGROUND

The Board of Trustees is the constitutional governing body of the State Institutions of Higher Learning and is located at The Education and Research Center located at 3825 Ridgewood Road Jackson, Mississippi 39211.

The Commissioner of Higher Education is the chief executive officer of the state university system and is responsible for assisting the Board in the administration of the Board’s policies and bylaws. Divisions of the Commissioner’s Office include, but are not limited to, academic and student affairs, construction and physical affairs, finance and administration, legal affairs and research and planning.

1. GENERAL TERMS AND CONDITIONS

Respondents have read and understand the following general terms and conditions related to this solicitation:

1.1 Awarded vendor will be expected to sign a Contract for Services for a term of one (1) year with four (4) years of optional renewal that contains the provisions set out within Attachment D.

1.2 IHL reserves the right to reject any and all proposals and IHL has the right to waive minor defects or variations of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a respondent with the proposal for IHL to properly evaluate, IHL has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

1.3 In case of default of contractor, IHL reserves the right to purchase any or all items and/or services in default in open market, charging contractor with all costs of default.

1.4 All materials, products and/or services offered must be guaranteed to meet the requirements of the specifications indicated, given or referred to in this solicitation.

1.5 IHL reserves the right to make an award which is determined to be to the best interest of the State of Mississippi. The award does not have to go to the lowest respondent. This is not an advertisement for bids. This is a request for proposals for a prospective service contract.

1.6 IHL reserves the right to reject any proposal which do not conform to the requirements set forth in this RFP. Proposals may be rejected for reasons which include, but not limited to, the following:

1.6.1 The proposal contains unauthorized amendments to the requirements of the RFP;
1.6.2 The proposal is conditional;
1.6.3 The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous;
1.6.4 The proposal is received late;
1.6.5 The proposal is not signed by an authorized representative of the party;
1.6.6 The proposal contains false or misleading statements of references; and,
1.6.7 The proposal does not offer to provide all services required by the RFP.
1.7. Respondent represents that he/she has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the proposal.

1.8 The right of vendor to proceed may be terminated after notice and hearing if the Board of Trustees of State Institutions of Higher Learning determines that vendor or any agent or other representative of vendor gave or agreed to give an inducement to any IHL employee or official or to the spouse of same in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request associated with this prospective agreement, as listed in Miss. Code Ann. 9711-53.

1.9 The respondent’s signature on the RFP is a guarantee that the prices quoted have been arrived at without collusion with other eligible respondents and without effort to preclude the Board of Trustees of State Institutions of Higher Learning from obtaining the lowest possible competitive price.

1.10 From the date of release of this RFP, until a Letter of Intent is issued, all contacts with the IHL shall be made through the Procurement Office unless otherwise noted in the RFP. Violation of this condition may be considered sufficient cause for rejection of a proposal, irrespective of any other consideration.

1.11 The contract may be renewed at the discretion of IHL upon written notice to contractor at least (60) days prior to the contract anniversary date for a period of one (1) year under the same terms, prices, and conditions as in the original contract. The total number of renewal years permitted shall not exceed four (4).

1.12 The procurement method to be used is that of competitive negotiation from which IHL is seeking the best combination of price, experience and quality of service. Discussions may be conducted with vendors who submit proposals. Likewise, IHL also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

1.13 The respondent should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated 25-61-9 and 79-23-1 (1972, as amended). Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.

2. INSTRUCTION AND RESPONSE FORMAT

2.1 Instruction

2.1.1 Proposals must be received, in writing, by IHL by the date and time specified. IHL is not responsible for any delays in delivery or expenses for the development or delivery of proposal. Any proposal received after proposal opening time will be rejected and returned unopened.

2.1.2 Vendors must submit an original, marked as such, and five (5) copies of all materials required for acceptance of their proposal by the proposal due date.

2.1.2 To prevent opening of proposals by unauthorized individuals, all copies of the proposals that are delivered must be sealed in a package clearly marked DO NOT OPEN with RFP number and project information as on Cover Sheet.

RFP Number: #2015-0629 Janitorial Services
Proposal Due @ 2.00 PM, June 29, 2015
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2.1.3 Proposals or alterations by phone will be not be accepted.
2.1.4 Legibility, clarity and completeness of proposal are important and essential.
2.1.5 Proposal must be signed by individual(s) legally authorized to bind the firm. All information requested should be submitted. Failure to submit all information requested may result in receiving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information will be found nonresponsive and rejected.
2.1.6 Proposal must contain a statement that the proposal and the price(s) contained therein shall remain firm for a period of one hundred twenty (120) days.

2.2 Proposal Contents

2.2.1 Management Summary: Provide a cover letter indicating the scope of the proposal and the firm's understanding of the project.
2.2.2 Proposal: Proposal must be signed by the person in the vendor’s organization who is responsible for the decision as to the prices being offered or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices.
2.2.3 Experience and capacity: Describe the experience of the firm in providing the service, given number of years the service has been provided to a similar sized facility.
2.2.4 Personnel: Attach resume of the service manager who will be involved in the supervision of services performed within this RFP for IHL. Resume should include a description of their experience, his/her name, qualifications and other accounts assigned to this manager. The service manager assigned to IHL will be the point of contact for all inquiries/concerns related to the contract including service issues/interruptions, billing disputes/questions, etc. If the service manager is replaced, a resume of the replacement should be presented to the contract administrator prior to starting duties. What is the turnover rate of the employees that perform the janitorial services?
2.2.5 Security: Proposals should include a description of the security plan used by the proposing firm to ensure adequate background checks on employees, IHL would be strongly opposed to having anyone on campus that could be considered a potential hazard to the IHL, its staff, or its visitors. This would include but not limited to: convicted sex-offenders or convicted felons.
2.2.6 Reference: Give at least three (3) references for contracts of similar size and scope. Include at least two (2) references for current contracts or those awarded during the past three (3) years. Include the name of the organization, the length of the contract, a brief summary of the work and the name, telephone number and email address of a contact person. Explain the similarity of the projects to the IHL project. Use Vendor Reference Form (Attachment B).
2.2.7 Operations and Ability to Perform: Provide project operation plan and work schedule plan. This should include, but not be limited to, acknowledgement and agreement with all requirements as well as explanations, where applicable, of the intended plan to achieve the requirements. Describe how services will be provided. Describe the services that will be provided. Provide samples of any
reports that will be available. Service and quality control procedures including maintenance tracking methods.

2.2.8 **Acceptance of conditions:** Indicate any exceptions to the solicitation document terms, conditions and requirements. Failure to indicate any exception will be interpreted as the respondent's intent to comply fully with the requirements as written.

2.2.9 **Additional data:** Provide any additional information that will aid in evaluation of the response.

2.2.10 **Cost data:** Provide cost information on the Proposal Response Sheet (Attachment A) Cost data submitted at this stage is not binding and is subject to negotiation if proposal is chosen as a finalist.

2.2.11 **Vendor Information:** Include here the completed W9, a copy of your company's insurance coverage as described in Section 2 of IHL's Standard Contract (Attachment D), a copy of your company's most recently audited financial statement, and any other explanatory documentation that would clarify and/or substantiate the proposal. Include all additional information that will be essential to the understanding of the proposal. This might include diagrams, excerpts from manuals, or other explanatory documentation that would clarify and/or substantiate the proposal. PARTICIPATION OF SMALL, WOMEN, AND MINORITY OWNED BUSINESSES: It is the policy of IHL to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in universities procurement activities. IHL encourages vendors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities.

2.2.12 **Proposal Checklist:** A checklist of information is listed as Attachment C.

3. **COST REQUIREMENTS**

3.1 Respondent certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication or agreement with any other respondent or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposed.

3.2 Cost shall be "fully loaded" including all materials, equipment, travel expenses, per diem and all other necessary costs to fully and successfully complete the requirements.

3.3 IHL is not liable for any cost incurred by a vendor in the process of responding to the RFP.

4. **QUESTIONS AND AMENDMENTS**

4.1 **Questions**

4.1.1 Request for additional information and questions should be addressed to Procurement Officer Phil Cumberland in writing at pcumberland@mississippi.edu no later than the date listed in the Solicitation Schedule in Section 6.

4.1.2 The IHL shall provide written response to all questions received in writing on or before the written question submittal deadline.

RFP Number: #2015-0629 Janitorial Services
Proposal Due @ 2:00 PM, June 29, 2015
Page 7 of 22
4.1.3 Questions received in relation to this RFP shall be answered and sent to all Respondents who are listed as having obtained the RFP.
4.1.4 All questions and answers will be published on the IHL website
http://www.mississippi.edu/finance/procurement.html within the time reflected in the Solicitation Schedule in Section 6.

4.2 Amendments

4.2.1 Respondents shall be notified in writing of any changes in the specifications contained in this Request for Proposal.
4.2.2 All addenda, amendments, and interpretations to this solicitation shall be in writing. Any amendment or interpretation that is not in writing shall not legally bind IHL.
4.2.3 Respondents shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal. The acknowledgement must be received by the IHL by the time and at the place specified for receipt of proposals.
4.2.4 Should an amendment to the RFP be issued, it will be posted on the IHL website
http://www.mississippi.edu/finance/procurement.html. Further, respondents must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by IHL in the time and at the place specified for receipt of RFPs. It is the respondent's sole responsibility to monitor the website for amendments to the RFP.

5. EVALUATION

5.1 Evaluation

5.1.1 A selection committee shall review and evaluate all proposals according to the criteria set forth under this section. It is important that Respondents emphasize specific information pertinent to the work.
5.1.2 Evaluation of the proposals will be based on but are not limited to the categories listed in Section 2.2 of this RFP and information listed below.

5.1.2.1 Cost Data
5.1.2.2 The financial ability from the companies most recently audited financial statements to provide the services required to fulfill the contract requirements;
5.1.2.2 The skill, judgment, experience and resources to fulfill contract requirements;
5.1.2.3 The necessary facilities, staff, personnel and equipment to fulfill contract requirements;
5.1.2.4 The demonstrated ability to satisfactorily perform the work or provide the materials in a prompt, conscientious manner;
5.1.2.5 Vendor's Project Plan and Work Schedule.
5.1.2.6 Added Value.

5.1.3 Up to an additional 5 points may, at the discretion of IHL, be added to the proposal's score for clearly demonstrated "added value".

5.1.4 IHL reserves the right to conduct discussions with any or all respondents, or to make an award of a contract without such discussions based only on evaluation of the written proposals. IHL reserves the right to contact and interview anyone connected with any past or present projects with which the respondent has been associated. IHL may make a written determination showing the basis upon which the award was made and such determination shall be included in the procurement file.

5.1.5 IHL reserves the right to request additional information or clarification from a respondent. The Respondent's cooperation during the evaluation process in providing the IHL staff with adequate responses to request for clarification will be considered a factor in the evaluation of responsiveness. Lack of such cooperation or failure to provide the information in a manner required may, at the State's discretion, result in the disqualification of the proposal.

5.1.6 IHL reserves the right to request oral presentations if additional information and/or clarification is required.

5.1.7 IHL reserves the right to reject any, part of, and/or all proposals at any time. IHL reserves the right to visit the respondent's place of business to verify the capacity and type of equipment and personnel available for servicing this contract prior to making a determination in awarding of this contract. In the event that IHL rejects any, any part of or all proposals, IHL shall not be responsible for any costs incurred by any respondent in submitting a proposal.

5.2 Award

5.2.1 If a satisfactory contract cannot be negotiated with the highest qualified Respondent, negotiations will be formally terminated. Negotiations shall then be undertaken with the second highest rated and so on.

5.2.2 A contract will be issued after the award (if an award is made) and will become an integral part of the contract process.

5.2.3 A written notice to proceed will be issued prior to commencement of services.

5.2.4 Responsive respondent will be notified in writing of IHL's intent to award a contract as a result of this RFP.

5.2.5 After notification of the intent to award is made, and under the supervision of agency staff, proposal scoring and pricing will be available for public inspection, by appointment, from 8:30 AM to 2:00 PM at 3825 Ridgewood Road, fourth floor, room 412, Jackson, Mississippi. Vendors may schedule reviews with the Procurement Officer.

5.2.6 Upon award of contract, successful respondent will be asked to provide a transition plan and timeline and obtain IHL's input and concurrence before moving forward.
6. SOLICITATION SCHEDULE
The important date and times by which actions related to this RFP should be completed:

<table>
<thead>
<tr>
<th>Date of Issuance</th>
<th>Thursday June 4, 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Proposal Conference and Site Visit</td>
<td>Monday June 15, 2015</td>
</tr>
<tr>
<td>Questions from Respondents Due</td>
<td>Wednesday June 17, 2015 at 2:00 PM</td>
</tr>
<tr>
<td>Answers to Respondents Questions Due</td>
<td>Friday, June 19, 2015 by Close of Business</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>Monday June 29, 2015 at 2:00 PM</td>
</tr>
<tr>
<td>Notice of Award (Estimated)</td>
<td>Friday, August 14, 2015</td>
</tr>
<tr>
<td>Contract Start Date (Estimated)</td>
<td>Tuesday, September 1, 2015</td>
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7. PROJECT REQUIREMENTS

7.1 Total Square Feet

<table>
<thead>
<tr>
<th>Building</th>
<th>Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tower Building</td>
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</tr>
<tr>
<td>University Center</td>
<td>55,925</td>
</tr>
<tr>
<td>MPB (old)</td>
<td>42,700</td>
</tr>
<tr>
<td>MPB (new)</td>
<td>32,000</td>
</tr>
<tr>
<td>MPB (new office bldg.)</td>
<td>8,500</td>
</tr>
<tr>
<td>Power Plant</td>
<td>800</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>236,374</strong></td>
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</table>

7.2 Total Restrooms

<table>
<thead>
<tr>
<th>Building</th>
<th>Restrooms</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tower Building</td>
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</tr>
<tr>
<td>University Center</td>
<td>2 large, 3 small</td>
</tr>
<tr>
<td>MPB (old)</td>
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</tr>
<tr>
<td>MPB (new)</td>
<td>4</td>
</tr>
<tr>
<td>MPB (new office bldg.)</td>
<td>2</td>
</tr>
<tr>
<td>Power Plant</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>36</strong></td>
</tr>
</tbody>
</table>

7.3 General and Office Areas

7.3.1 Services to be performed Daily:
These services are to be performed between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday. These services include offices, conference rooms and board rooms located in the University Center.

7.3.1.1 Empty all waste receptacles; remove wastepaper and trash from the premises; replace trash can liners.

7.3.1.2 Vacuum all traffic lanes of carpeting on 9th floor.

7.3.1.3 Hand dust and wipe clean with damp or treated cloth all office furniture, files, fixtures, paneling, window sills, and all other horizontal surfaces; wash window sills when necessary.

7.3.1.4 Damp wipe and polish all glass furniture tops.

7.3.1.5 Remove all finger marks and smudges from all vertical surfaces.
7.3.1.6 Spot clean all entrances door glass to individual suites.
7.3.1.7 Clean all drinking fountains.
7.3.1.8 Spot clean carpet as needed.
7.3.1.9 Clean and buff tile in corridors of the basement.

7.3.2 Services performed three (3) times a week:

7.3.2.1 Dust mop all tile floors and spot mop.
7.3.2.2 Fully vacuum all carpets.
7.3.2.3 Spot clean all light switches, walls and doors.

7.3.3 Services performed once a week:

7.3.3.1 Buff all tile floors after a full mop.
7.3.3.2 Spot clean all carpets.
7.3.3.3 Wash all restroom partitions.
7.3.3.4 Sweep and mop all stairwells inside of building.
7.3.3.5 Sweep and clean outside stairwells of building.
7.3.3.6 Every Wednesday take recycling bins to designated area in underground parking and return to floor numbers Thursday.

7.3.4 Services performed monthly:

7.3.4.1 Dust air vents, ledges, Venetian blinds, baseboards, and high areas.
7.3.4.2 In offices that have ceiling fans, they are to be dusted.
7.3.4.3 Wipe clean all vertical furniture surfaces.
7.3.4.4 Remove spider webs.

7.3.5 Services performed biannually:
These services are to be performed after 5:00 PM or weekends.

7.3.5.1 Scrub and coat vinyl tile flooring in corridors of basement.
7.3.5.2 Resurface and polish elevator floors.

7.3.6 Services performed bi-annually:
These services are to be performed after 5:00 PM or weekends:

7.3.6.1 Strip and wax vinyl tile flooring.
7.3.6.2 Steam clean traffic lanes of carpeting.
7.3.6.3 Scrub and coat all concrete and ceramic flooring.

7.3.7 Services performed when necessary:

7.3.7.1 Steam clean carpet in individual offices or conference rooms. Carpet should be cleaned in the manner suggested by the carpet manufacturer. A copy of the user manual will be provided to the
vendor that this RFP is awarded to.

7.3.7.2 Any agency located in the E & R Complex requesting extra cleaning be responsible for the payment of that cleaning.

7.4 Public Areas

7.4.1 Services to be performed Daily:
These services are to be performed between the hours of 8:00 AM and 5:00 PM, with a staggered service provider available on site until 7:00 PM, Monday through Friday. These areas include but not limited to, elevators, hall walls, break rooms, and restrooms located in the University Center.

7.4.1.1 Clean and sanitize all drinking fountains, vending machines, table tops, chairs, counter tops, and sinks in the lunch room facilities.
7.4.1.2 Dust all furniture, fixtures, and baseboards.
7.4.1.3 Vacuum all carpeted areas.
7.4.1.4 Spot clean all hard surface floors.
7.4.1.5 Maintain all public areas by policing trash.
7.4.1.6 Spot clean stains, all fingerprints from doors, frames, light switches, push/kick plates and handles.
7.4.1.7 Spot clean all interior glass, entrance doors, partitions and side lights.
7.4.1.8 Spot clean stains on carpets.
7.4.1.9 Sweep and/or vacuum entrance mats.
7.4.1.10 Dust mop all hard surfaces floors with treated dust mop.
7.4.1.11 Back pack vacuum furniture.

7.4.2 Services performed monthly before Board Meeting (third Thursday of each month):

7.4.2.1 Clean and polish all furniture in ninth floor waiting area and Board Room in University Center.
7.4.2.2 Spot clean and vacuum all carpet in Board Room, clean adjacent waiting areas and halls.
7.4.2.3 Clean and sanitize ninth floor restrooms and restrooms in Board Room.
7.4.2.4 Thoroughly clean outside entrances to all buildings.

7.5 Rest Rooms

7.5.1 Services performed daily, Monday through Friday, 8:00 A.M. through 5:00 P.M.:

7.5.1.1 Empty and sanitize all receptacles and sanitary disposals; thoroughly clean and wipe toilets with disinfectant; replace trash can liners.
7.5.1.2 Sweep and wet mop floors with disinfectant.
7.5.1.3 Clean all mirrors, light work, and eameled surfaces.
7.5.1.4 Scrub all fixtures using a cleaner to remove all stains.
7.5.1.5 Disinfect all basins, urinals and bowls using a non-abrasive cleaner.
7.5.1.6 Clean all metal fixtures, hinges and piping.
7.5.1.7 Remove spots and stains from metal partitions, walls, and outside surfaces of all dispensers and soap dishes.
7.5.1.8 Restock restrooms with all necessary supplies as needed.

7.5.2 Services performed weekly, Monday through Friday, 8:00 A.M. through 5:00 P.M.:

7.5.2.1 Thoroughly wash all partitions, tile walls, dispensers and receptacles.
7.5.2.2 Spray buff all hard surfaces.
7.5.2.3 Wash all baseboards.

7.5.3 Services performed monthly, Monday through Friday, 8:00 A.M. through 5:00 P.M.:

7.5.3.1 Vacuum all louvers, ventilating grills and dust light fixtures.
7.5.3.2 Wash and polish all partitions, tile walls and enamel surfaces from trim to floors.

7.6 Vendor is to supply the following necessary supplies:

7.6.1 White 2 ply toilet tissue for the various types of dispensers.
7.6.2 White 2 ply hand towels for dispensers in rest rooms.
7.6.3 Antibacterial liquid hand soap for dispensers in rest rooms.
7.6.4 Urinal deodorizer blocks for urinals in rest rooms.
7.6.5 Necessary waste receptacle liners for rest rooms.
7.6.6 Liners for waste receptacles in offices.
7.6.7 Large liners for large waste receptacles.
7.6.8 Air Neutralizer, ALLERGEN FREE, for receptacles in restrooms.

Vendor must supply all necessary items needed in the performance of these duties. IHL does not have any necessary equipment, trash barrels, etc.
8. Proposal Signature Page

Company Name: ____________________________________________________________

Address: __________________________________________________________________

City/State/Zip: ____________________________________________________________

Telephone: ___________________________ FAX #: _____________________________

Email address: __________________________________________________________________

Federal Tax ID (or Social Security #): __________________________________________

Print Name: ___________________________ Title: _________________________________

Signature: ___________________________ Date: _________________________________

This form must be signed. All signatures must be original and not photocopies.

Signature signifies the proposal and the price(s) contained therein shall remain firm for a period of one hundred twenty (120) days.
<table>
<thead>
<tr>
<th>Section Reference</th>
<th>Service</th>
<th>Monthly Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Total monthly cost to execute services daily for General and Office areas as listed in Section 7.3.1 under Project Requirements.</td>
<td>$</td>
</tr>
<tr>
<td>2.</td>
<td>Total monthly cost to execute services 3 times per Week for General and Office areas as listed in Section 7.3.2 under Project Requirements.</td>
<td>$</td>
</tr>
<tr>
<td>3.</td>
<td>Total monthly cost to execute services once a week for General and Office areas as listed in Section 7.3.3 under Project Requirements.</td>
<td>$</td>
</tr>
<tr>
<td>4.</td>
<td>Total monthly cost to execute services monthly for General and Office areas as listed in Section 7.3.4 under Project Requirements.</td>
<td>$</td>
</tr>
<tr>
<td>5.</td>
<td>Total monthly cost to execute services quarterly for General and Office areas as listed in Section 7.3.5 under Project Requirements.</td>
<td>$</td>
</tr>
<tr>
<td>6.</td>
<td>Total monthly cost to execute services Bi-Annually for General and Office areas as listed in Section 7.3.6 under Project Requirements.</td>
<td>$</td>
</tr>
<tr>
<td>7.</td>
<td>Total Cost to execute services performed when necessary for General and Office areas as listed under list in Section 7.3.7 under Project Requirements.</td>
<td>$</td>
</tr>
<tr>
<td>8.</td>
<td>Total monthly cost to execute services to be performed Daily for Public Areas as listed in Section 7.4.1 under Project Requirements.</td>
<td>$</td>
</tr>
<tr>
<td>9.</td>
<td>Total monthly cost to execute services before Board meeting for Public Areas as listed in Section 7.4.2 under Project Requirements.</td>
<td>$</td>
</tr>
<tr>
<td>10.</td>
<td>Total monthly cost to execute services daily for rest rooms as listed in Section 7.5.1 under Project Requirements.</td>
<td>$</td>
</tr>
<tr>
<td>11.</td>
<td>Total monthly cost to perform services weekly for rest rooms as listed in Section 7.5.2 under Project Requirements.</td>
<td>$</td>
</tr>
<tr>
<td>12.</td>
<td>Total monthly cost to perform services monthly for rest rooms as listed in Section 7.5.3 under Project Requirements.</td>
<td>$</td>
</tr>
<tr>
<td>13.</td>
<td>Total monthly cost to provide supplies as listed in Section 7.6 under Project Requirements.</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Grand Monthly Total</td>
<td>$</td>
</tr>
</tbody>
</table>
# ATTACHMENT B
## REFERENCES

**REFERENCE 1**

Name of Company: 

Dates of Service: 

Contact Person: 

Address: 

City/State/Zip: 

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: 

**REFERENCE 3**

Name of Company: 

Dates of Service: 

Contact Person: 

Address: 

City/State/Zip: 

Telephone Number: 

Cell Number: 

E-mail: 

---

*RFP Number: # 2015.0629 Janitorial Services
Proposal Due @ 2:00 PM, June 29, 2015
Page 16 of 22*
### ATTACHMENT C
#### PROPOSAL CHECKLIST

| 2.1. | Original Proposal with five copies following instructions |
| 2.2.1 | Management Summary |
| 2.2.2 | Proposal must signed by authorized person. |
| 2.2.3 | Experience and Capacity |
| 2.2.4 | Manager and Supervisor Resumes’ |
| 2.2.5 | Security/background checks |
| 2.2.6 | 3 References using Reference Form (Attachment B) |
| 2.2.7 | Operations and Ability to Perform |
| 2.2.8 | Acceptance of Conditions |
| 2.2.9 | Additional data, not mandatory |
| 2.2.10 | Cost Data. Use Proposal Cost Response Sheet (Attachment A) |
| 2.2.11 | W9 |
| 2.2.11 | Insurance Coverage as described in section 2 of IHL Standard Contract (Attachment D) |
| 2.2.11 | Financial Statement |
| 2.2.11 | Additional information, not mandatory |
| 4.2. | Amendments to RFP |
ATTACHMENT D

Contractor: ___________________________ Phone Number: ______________
Address: ___________________________ State: _______________ Zip Code: ______________
City: ________________________________

Are you currently receiving a benefit from the Public Employees' Retirement System of Mississippi? Yes ☐ No ☐
If the answer is yes, individual must contact the Office of Human Resources (601.432.6134) to discuss eligibility of
retirees to earn compensation from the IHL Executive Office prior to completing this form.

U.S. Citizen: Yes ☐ No ☐ If no, Country of Citizenship: ___________ and Residence: ___________
If no, are you a non-resident alien? ☐ Yes ☐ ☐ Visa Type: ___________ Resident Alien: ___________
Incorporated: Yes ☐ No ☐ Small Business, Minority, Women-Owned? (Circle all applicable)

U.S. Social Security Number or U.S. Federal Tax Identification Number: ___________________________

STATEMENT OF WORK:
IHL has determined that these services are essential and could not satisfactorily be performed
by IHL Executive Office employees. Therefore, the Contractor noted above will perform the
services and/or tasks as follows:

Contractor shall provide the following: ____________________________________________________________

(Please reference attachment if additional space required. Any attachment is incorporated into this contract.)
Contract Begin Date: ___________________________ Contract Completion Date: ___________________________

CONSIDERATION AND COMPENSATION: Account to be Charged: ___________________________
Rate of Pay: (indicate hourly, daily, scheduled deliverables/tasks, total project, etc.) $ _______________
(if charged to a Corporation for National and Community Service Grant, consultant daily rate cannot exceed $540.)

Payment Terms:
Services shall not exceed: $ ______________ Expenses shall not exceed: $ ______________
Nature of Expenses: __________________________________________________________

Signed original Invoices referencing the IHL contract number should be submitted to the
following address:

Mississippi Board of Trustees State Institutions of Higher Learning
Attention: IHL contact will be designated upon execution of contract.
3825 Ridgewood Road
Jackson, MS 39211-6453

IHL EXECUTIVE OFFICE CONTACT:
Name: ___________________________ Phone Number: ___________________________
Contractor Certification: I understand I must submit a signed W-9 Form (available at the
following link: http://www.mississippi.edu/finance/downloads/w9.pdf). I agree to the terms noted above and
to the general terms and conditions referenced in Appendix A. I am an Independent
Contractor for the IHL; therefore, the IHL is not liable for Social Security Contributions
pursuant to Section 416, 42 U.S. Code. Furthermore, IRS Form 1099 will be forwarded at the
end of the calendar year if total payments exceed $600.

Signature of Contractor: ___________________________ Date: ___________________________

The Mississippi Board of Trustees Institutions of Higher Learning acceptance of contract:

_____________________________ Date: ___________________________

Commissioner (or approved designee)

RFP Number: #2015-0629 Junitorial Services
Proposal Due: @2:00 PM, June 29, 2015
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1. INDEPENDENT CONTRACTOR: The Contractor will act as an independent contractor under this contract, and neither the Contractor nor any employee or agent of the Contractor is an employee of the IHL Executive Office. Nothing contained herein shall be deemed or construed by the IHL Executive Office, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint venturers, employer and employee, or any similar such relationship between the IHL Executive Office and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the IHL Executive Office or the Contractor hereunder, create or shall be deemed to create a relationship other than the independent relationship of the IHL Executive Office and the Contractor. Contractor’s personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. IHL Executive Office shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The IHL Executive Office shall not withhold from the contract payments to the Contractor any federal or State unemployment taxes, federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the IHL Executive Office shall not provide to the Contractor any insurance coverage or other benefits, including Workers’ Compensation, normally provided by the State for its employees.

The Contractor will provide the services and achieve the results specified by the IHL, free from the direction or control of the IHL as to means and methods of performance.

2. INSURANCE. The Contractor, as an independent contractor, shall provide proof of Comprehensive General Liability insurance, Worker’s Compensation insurance and Commercial Auto Liability Insurance. The Contractor must provide a Certificate of Coverage mailed to the Board of Trustees of State Institutions of Higher Learning, Office of Contracts and Grants Compliance, 3825 Ridgewood Road, Suite 417, Jackson, MS, 39211. The Certificate of Coverage should, at a minimum, contain the name of the carrier, effective and expiration dates of coverage, a description of the covered perils, and the amount of coverage by peril, the name and mailing address of the insurance company, and the name and mailing address of the insurance agent. The Certificate of Coverage must name the Board of Trustees of State Institutions of Higher Learning as an additional insured. The Comprehensive General Liability coverage and the Commercial Auto Liability coverage shall be a minimum amount of Three Million Dollars ($3,000,000) per occurrence and Three Million Dollars ($3,000,000) annual aggregate through an insurance company with a Best rating of A- or higher and a financial size Class X or higher approved by the Mississippi Department of Insurance.

3. NONRESIDENT ALIEN. If the Contractor is a nonresident alien performing services in the United States or its territories, the Contractor agrees that proof of visa status (I-94 Form) documenting authorization to receive payment for work performed will be provided to the IHL prior to payment by the IHL.

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

5. ACCESS TO RECORDS. The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices to sufficiently reflect properly all costs of
whatever nature claimed to have been incurred in the performance of the Contract. The IHL, any sponsor, the state of Mississippi, or the Comptroller General of the United States or their authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts and transcripts. Such books and records shall be maintained by the Contractor for three years from the date of the completion of work. Contractor is responsible for any audit discrepancies involving deviation from the terms of the Contract and for any commitments or expenditures in excess of amounts authorized by the IHL.

6. OWNERSHIP OF WORK PRODUCTS. Any discovery, patent, copyright, invention, work papers, software, software applications, written materials, publications, data, information, by-product or end-product arising as a direct result of the performance of this Contract shall be the sole property of the IHL.

7. TERMINATION. Either the IHL or the Contractor may terminate its obligations under this Contract by giving the other party at least 10 days prior written notice of such termination, specifying the intended date of termination; provided, however, that, upon request from the IHL, the Contractor shall continue performance until the IHL can find a replacement contractor or for an additional thirty (30) days after the specified termination date, whichever is the shorter time period. Upon termination, an equitable settlement shall be made for actual costs incurred by the Contractor up to the date of termination.

8. IHL EXECUTIVE OFFICE EMPLOYEES. The Contractor will not hire any employee of the IHL Executive Office to perform any services covered by this agreement without prior written approval from IHL Executive Office Human Resources Department.

9. CONFIDENTIAL INFORMATION. In connection with the contract hereunder, the IHL and the Contractor shall be free to exchange such technical information and know-how as may be necessary to carry out the objective of the agreement. Neither party shall be required to disclose to the other party technical information and know-how which it received in confidence from a third party or which is developed for a third party under conditions giving rise to an obligation of confidentiality. Employees of the IHL Executive Office performing services hereunder shall enter into confidentiality agreements should such exchange of information be needed to conduct the project. The IHL shall have the appropriate individuals execute said agreements and provide copies to the Contractor. The Contractor shall have the appropriate individuals execute said agreements and provide copies to the IHL.

Notwithstanding any provision to the contrary contained herein, it is recognized that the IHL is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, section 25-61-1, et seq., Miss. Code Ann. If a public records request is made for any information provided to the IHL pursuant to this agreement, the IHL shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to this agreement shall be liable to the other party for disclosures of information required by Court order or required by law.

10. ACKNOWLEDGEMENT OF SPONSORSHIP. The Contractor agrees that, in any publication, acknowledgement shall be made of sponsorship by the IHL and/or other sponsor by use of the following statement “This work was performed under the sponsorship of the Mississippi Board of Trustees State Institutions of Higher Learning. This work does not necessarily represent the views of the IHL or the sponsoring agency.” If the publication is copyrighted, the statement “Reproduction of this article, with the customary credit to the source, is permitted,” shall be
added. With the exception of acknowledging sponsorship of research, the name of the IHL may not be used in publications, news releases, advertising, speeches, technical papers, photographs, and other releases of information regarding this Contract or data developed under this Contract without written approval of the IHL.

11. APPLICABLE LAW. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the state. The CONTRACTOR shall comply with applicable federal, state, and local laws and regulations. If a court determines that any provision of this contract is not enforceable against IHL, the CONTRACTOR agrees that the individual signing this agreement on behalf of IHL is not personally responsible or liable for any of the obligations and duties contained herein.

12. INDEMNIFICATION. To the fullest extent allowed by law, the CONTRACTOR shall indemnify, defend, save and hold harmless, protect, and exonerate IHL, its Commissioner, 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, attorney's fees, arising out of or caused by the CONTRACTOR and/or its partners, principals, agents, employees and/or Subcontractors in the performance of or failure to perform this agreement. In IHL's sole discretion, the CONTRACTOR may be allowed to control the defense of any such claim, suit, etc. In the event the CONTRACTOR defends said claim, suit, etc., the CONTRACTOR shall use legal counsel acceptable to IHL; the CONTRACTOR shall be solely responsible for all costs and/or expenses associated with such defense, and IHL shall be entitled to participate in said defense. The CONTRACTOR shall not settle any claim, suit, etc., without IHL's concurrence, which IHL shall not unreasonably withhold.

13. CONFLICT OF INTEREST. The Contractor affirms that, to the best of his/her knowledge, there exists no actual or potential conflict between Contractor's family, business, or financial interests and his/her services under this Contract, and, in the event of change in either his/her private interests or service under this Contract, he/she will inform the IHL regarding possible conflict of interest that may arise as a result of such change.

14. AVAILABILITY OF FUNDS AND EXPENDITURE APPROVAL. It is expressly understood and agreed that the obligation of IHL to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the Agreement are at any time not forthcoming or Insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which the funds were provided or if funds are not otherwise available to IHL, IHL shall have the right upon ten (10) working days written notice to the CONTRACTOR, to terminate this Agreement without damage, penalty cost, or expense to IHL of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

15. SEVERABILITY. If any term or provision of this contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of the contract shall be valid and enforceable to the fullest extent permitted by law.

16. TOTAL AGREEMENT. This Contract contains the entire agreement between the parties, superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions that are not contained in this Contract shall be binding. This Contract
may not be changed except by mutual agreement of the parties. Any such change shall be reduced to writing and signed by both parties.

17. CONTRACT CHANGES. The IHL may, at any time, by written order, make changes within the general scope of the contract or any of its task orders as to the services or work to be performed. If such changes cause an increase or a decrease in the CONTRACTOR’s cost or time required to perform any services under this contract or assigned task orders, whether or not changed by an order, the IHL shall make an equitable adjustment and modify this contract, or the appropriate task order, in writing. The CONTRACTOR must assert any claim for adjustment under this clause in writing within thirty (30) days from the date the CONTRACTOR received the IHL’s notification of change, unless the IHL grants additional time before the date of final payment. No services for which the CONTRACTOR will charge any additional compensation shall be furnished without the prior written authorization of the IHL.

18. ASSIGNMENT/TRANSFER/SUBCONTRACTING. The Contractor shall not assign, transfer, subcontract, or otherwise give to or impose on any other party any obligation or right of the Contractor under this Contract, without prior written consent of the IHL.

19. THIRD PARTY ACTION NOTIFICATION. The CONTRACTOR shall give the IHL prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the CONTRACTOR by any entity that may result in litigation related in any way to this contract.

20. EMPLOYMENT VERIFICATION. CONTRACTOR represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. CONTRACTOR agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. CONTRACTOR further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. CONTRACTOR understands and agrees that any breach of these warranties may subject CONTRACTOR to the following: (a) termination of this Agreement and Ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such.

21. NOTICE. Any notice required or permitted to be given under this contract shall be in writing and sent by certified United States mail, postage prepaid, return receipt requested, to IHL by writing the Mississippi Institutions of Higher Learning, Attention: Office of Contracts and Grants Compliance, 3825 Ridgewood Road, Suite 417, Jackson, MS 39216 or to the CONTRACTOR by writing ____________________________

The parties agree to promptly notify each other of any change of address.

Contractor signature when form is faxed ____________________________
Signature and Date (I agree to the terms of the contract included in pages 1 through 5) ____________________________

RFP Number: #2014 01 Janitorial Services
Proposal Due@ 2:00 PM, August 21, 2014
Page 22 of 22
Proposal Prepared For:

ServiceMaster
Clean

Mississippi Public Universities
Advancing Our State Together

Institutions of Higher Learning
Jackson, MS

Janitorial Proposal
Prepared by:
ServiceMaster OneCall
1179 Old Brandon Road
Flowood, MS 39232
601-936-8188
TABLE OF CONTENTS

A  Management Summary
B  Proposal
C  Experience and Capacity
D  Personnel
E  Security
F  Reference
G  Operations and Ability to Perform
H  Acceptance of Conditions
I  Additional Data
J  Cost Data
K  Proposal Checklist
June 29, 2015

Board of Trustees of State Institutions of Higher Learning
Attn: Phil Cumberland
3825 Ridgewood Road
Suite 222
Jackson, MS 39211

Dear Mr. Cumberland:

We are pleased to present this ServiceMaster Clean Janitorial Cleaning Proposal for your facility.

For over 50 years, the ServiceMaster Clean network has led the building services industry in customer satisfaction. This reputation is due largely to a deep commitment to quality. Today, thousands of businesses worldwide depend on ServiceMaster Clean professionals to fulfill their building services needs.

ServiceMaster OneCall was incorporated in 1987 in Jackson, Mississippi. We are a local franchise of the ServiceMaster Corporation. We have over 850 employees on staff and we service more than ten million square feet in the Jackson Metro area. We currently have a full Human Resources Department, Payroll Department, Training and Quality Assurance Department. This allows us to maintain and service existing customers as well as pursue large endeavors such as Board of Trustees of State Institutions of Higher Learning.

In assessing, your facilities needs we feel confident that ServiceMaster OneCall is the best solution to your Day Cleaning Janitorial Service Requirements. Using a ServiceMaster OneCall Quality Assured Business insures that you will receive a service that has trained employees, complies with government regulations, utilizes a Quality Control Program, can be communicated with easily and will give you the best value for your cleaning dollar. We believe that no other vendor can match our service.

We appreciate this opportunity to present our ServiceMaster OneCall proposal and are ready to serve.

Sincerely,

Jay Hobson
Director of Sales
ServiceMaster OneCall
Company Name: Service Master One Call
Address: 1179 Old Brandon Road
City/State/Zip: Flowood MS 39232
Telephone: 601-933-8418 FAX #: 601-936-0288
Email address: jhobson@sm1call.com
Federal Tax ID (or Social Security #): 64-0797543
Print Name: Jay Hobson Title: Director of Sales
Signature: Jay Hobson Date: 6/29/15

This form must be signed. All signatures must be original and not photocopies.

Signature signifies the proposal and the price(s) contained therein shall remain firm for a period of one hundred twenty (120) days.
ATTACHMENT D

Contractor: ServiceMaster One Call   Phone Number: 601-933-8418
Address: 179 Old Brandon Road
City: Flowood   State: MS   Zip Code: 39232

Are you currently receiving a benefit from the Public Employees' Retirement System of Mississippi? Yes ☐ No ☐
If the answer is yes, individual must contact the Office of Human Resources (901.432.6134) to discuss eligibility of
retirees to earn compensation from the IHL Executive Office prior to completing this form.

U.S. Citizen: Yes ☐ No ☐ if no, Country of Citizenship: _______ and Residence: _______
If no, are you a non-resident alien? ☐ Visa Type: _______ Resident Alien: _______
Incorporated: Yes ☐ No ☐ Small Business, Minority, Woman-Owned? (Circle all applicable)

U.S. Social Security Number or U.S. Federal Tax Identification Number: 64-0197543

STATEMENT OF WORK:
IHL has determined that these services are essential and could not satisfactorily be performed
by IHL Executive Office employees. Therefore, the Contractor noted above will perform the
services and/or tasks as follows:

Contractor shall provide the following:

(Please reference attachment if additional space required. Any attachment is incorporated into this contract.)
Contract Begin Date: _______ Contract Completion Date: _______

CONSIDERATION AND COMPENSATION: Account to be Charged:
Rate of Pay: (Indicate hourly, daily, scheduled deliverables/tasks, total project, etc.) $__________
If charged to a Corporation for National and Community Service Grant, consultant daily rate cannot exceed $540.

Payment Terms:
Services shall not exceed: $__________ Expenses shall not exceed: $__________
Nature of Expenses:

Signed original invoices referencing the IHL contract number should be submitted to the
following address: Mississippi Board of Trustees State Institutions of Higher Learning
Attention: IHL contract will be designated upon execution of contract.
3825 Ridgewood Road
Jackson, MS 39211-0453

IHL EXECUTIVE OFFICE CONTACT:
Name: ___________________ Phone Number: ___________________
Contractor Certification: I understand I must submit a signed W-9 Form (available at the
following link: http://www.misstjohn.edu/finance/downloads/w9.pdf). I agree to the terms noted above and
to the general terms and conditions referenced in Appendix A. I am an independent
Contractor for the IHL; therefore, the IHL is not liable for Social Security Contributions
pursuant to Section 418, 42 U.S. Code. Furthermore, IRS Form 1099 will be forwarded at the
end of the calendar year if total payments exceed $600.

Signature of Contractor: ___________________ Date: 6/29/15

The Mississippi Board of Trustees Institutions of Higher Learning acceptance of contract:

Date: ___________________

Commissioner (or approved designee)
1. INDEPENDENT CONTRACTOR: The Contractor will act as an independent contractor under this contract, and neither the Contractor nor any employee or agent of the Contractor is an employee of the IHL Executive Office. Nothing contained herein shall be deemed or construed by the IHL Executive Office, the 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 IHL Executive Office and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the IHL Executive Office or the Contractor hereunder, create or shall be deemed to create a relationship other than the independent relationship of the IHL Executive Office and the Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. IHL Executive Office shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The IHL Executive Office shall not withhold from the contract payments to the Contractor any federal or State unemployment taxes, federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the IHL Executive Office shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees.

The Contractor will provide the services and achieve the results specified by the IHL, free from the direction or control of the IHL as to means and methods of performance.

2. INSURANCE. The Contractor, as an independent contractor, shall provide proof of Comprehensive General Liability Insurance, Worker's Compensation insurance and Commercial Auto Liability Insurance. The Contractor must provide a Certificate of Coverage mailed to the Board of Trustees of State Institutions of Higher Learning, Office of Contracts and Grants Compliance, 3825 Ridgewood Road, Suite 417, Jackson, MS, 39211. The Certificate of Coverage should, at a minimum, contain the name of the carrier, effective and expiration dates of coverage, a description of the covered perils, and the amount of coverage by peril, the name and mailing address of the insurance company, and the name and mailing address of the insurance agent. The Certificate of Coverage must name the Board of Trustees of State Institutions of Higher Learning as an additional insured. The Comprehensive General Liability coverage and the Commercial Auto Liability coverage shall be a minimum amount of Three Million Dollars ($3,000,000) per occurrence and Three Million Dollars ($3,000,000) annual aggregate through an insurance company with a Best rating of A- or higher and a financial size Class X or higher approved by the Mississippi Department of Insurance.

3. NONRESIDENT ALIEN. If the Contractor is a nonresident alien performing services in the United States or its territories, the Contractor agrees that proof of visa status (I-94 Form) documenting authorization to receive payment for work performed will be provided to the IHL prior to payment by the IHL.

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

5. ACCESS TO RECORDS. The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices to sufficiently reflect properly all costs of

RFP Number: 201401 Janitorial Services
Proposal Due @ 2:00 PM, August 21, 2014
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whatever nature claimed to have been incurred in the performance of the Contract. The IHL, any sponsor, the state of Mississippi, or the Comptroller General of the United States or their authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts and transcripts. Such books and records shall be maintained by the Contractor for three years from the date of the completion of work. Contractor is responsible for any audit discrepancies involving deviation from the terms of the Contract and for any commitments or expenditures in excess of amounts authorized by the IHL.

6. OWNERSHIP OF WORK PRODUCTS. Any discovery, patent, copyright, invention, work papers, software, software applications, written materials, publications, data, information, by-product or end-product arising as a direct result of the performance of this Contract shall be the sole property of the IHL.

7. TERMINATION. Either the IHL or the Contractor may terminate its obligations under this Contract by giving the other party at least 10 days prior written notice of such termination, specifying the intended date of termination; provided, however, that, upon request from the IHL, the Contractor shall continue performance until the IHL can find a replacement contractor or for an additional thirty (30) days after the specified termination date, whichever is the shorter time period. Upon termination, an equitable settlement shall be made for actual costs incurred by the Contractor up to the date of termination.

8. IHL EXECUTIVE OFFICE EMPLOYEES. The Contractor will not hire any employee of the IHL Executive Office to perform any services covered by this agreement without prior written approval from IHL Executive Office Human Resources Department.

9. CONFIDENTIAL INFORMATION. In connection with the contract hereunder, the IHL and the Contractor shall be free to exchange such technical information and know-how as may be necessary to carry out the objective of the agreement. Neither party shall be required to disclose to the other party technical information and know-how which it received in confidence from a third party or which is developed for a third party under conditions giving rise to an obligation of confidentiality. Employees of the IHL Executive Office performing services hereunder shall enter into confidentiality agreements should such exchange of information be needed to conduct the project. The IHL shall have the appropriate individuals execute said agreements and provide copies to the Contractor. The Contractor shall have the appropriate individuals execute said agreements and provide copies to the IHL.

Notwithstanding any provision to the contrary contained herein, it is recognized that the IHL is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, section 25-61-1, et seq., Miss. Code Ann. If a public records request is made for any information provided to the IHL pursuant to this agreement, the IHL shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to this agreement shall be liable to the other party for disclosures of Information required by Court order or required by law.

10. ACKNOWLEDGEMENT OF SPONSORSHIP. The Contractor agrees that, in any publication, acknowledgement shall be made of sponsorship by the IHL and/or other sponsor by use of the following statement "This work was performed under the sponsorship of the Mississippi Board of Trustees State Institutions of Higher Learning. This work does not necessarily represent the views of the IHL or the sponsoring agency." If the publication is copyrighted, the statement "Reproduction of this article, with the customary credit to the source, is permitted," shall be
added. With the exception of acknowledging sponsorship of research, the name of the IHL may not be used in publications, news releases, advertising, speeches, technical papers, photographs, and other releases of information regarding this Contract or data developed under this Contract without written approval of the IHL.

11. APPLICABLE LAW. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the state. The CONTRACTOR shall comply with applicable federal, state, and local laws and regulations. If a court determines that any provision of this contract is not enforceable against IHL, the CONTRACTOR agrees that the individual signing this agreement on behalf of IHL is not personally responsible or liable for any of the obligations and duties contained herein.

12. INDEMNIFICATION. To the fullest extent allowed by law, the CONTRACTOR shall indemnify, defend, save and hold harmless, protect, and exonerate IHL, its Commissioner, 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, attorney's fees, arising out of or caused by the CONTRACTOR and/or its partners, principals, agents, employees and/or Subcontractors in the performance of or failure to perform this agreement. In IHL's sole discretion, the CONTRACTOR may be allowed to control the defense of any such claim, suit, etc. In the event the CONTRACTOR defends said claim, suit, etc., the CONTRACTOR shall use legal counsel acceptable to IHL; the CONTRACTOR shall be solely responsible for all costs and/or expenses associated with such defense, and IHL shall be entitled to participate in said defense. The CONTRACTOR shall not settle any claim, suit, etc., without IHL's concurrence, which IHL shall not unreasonably withhold.

13. CONFLICT OF INTEREST. The Contractor affirms that, to the best of his/her knowledge, there exists no actual or potential conflict between Contractor's family, business, or financial interests and his/her services under this Contract, and, in the event of change in either his/her private interests or service under this Contract, he/she will inform the IHL regarding possible conflict of interest that may arise as a result of such change.

14. AVAILABILITY OF FUNDS AND EXPENDITURE APPROVAL. It is expressly understood and agreed that the obligation of IHL to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the Agreement are at any time not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which the funds were provided or if funds are not otherwise available to IHL, IHL shall have the right upon ten (10) working days written notice to the CONTRACTOR, to terminate this Agreement without damage, penalty cost, or expense to IHL of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

15. SEVERABILITY. If any term or provision of this contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of the contract shall be valid and enforceable to the fullest extent permitted by law.

16. TOTAL AGREEMENT. This Contract contains the entire agreement between the parties, superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions that are not contained in this Contract shall be binding. This Contract
may not be changed except by mutual agreement of the parties. Any such change shall be reduced to writing and signed by both parties.

17. CONTRACT CHANGES. The IHL may, at any time, by written order, make changes within the general scope of the contract or any of its task orders as to the services or work to be performed. If such changes cause an increase or a decrease in the CONTRACTOR’s cost or time required to perform any services under this contract or assigned task orders, whether or not changed by an order, the IHL shall make an equitable adjustment and modify this contract, or the appropriate task order, in writing. The CONTRACTOR must assert any claim for adjustment under this clause in writing within thirty (30) days from the date the CONTRACTOR received the IHL’s notification of change, unless the IHL grants additional time before the date of final payment. No services for which the CONTRACTOR will charge any additional compensation shall be furnished without the prior written authorization of the IHL.

18. ASSIGNMENT/TRANSFER/SUBCONTRACTING. The Contractor shall not assign, transfer, subcontract, or otherwise give to or impose on any other party any obligation or right of the Contractor under this Contract, without prior written consent of the IHL.

19. THIRD PARTY ACTION NOTIFICATION. The CONTRACTOR shall give the IHL prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the CONTRACTOR by any entity that may result in litigation related in any way to this contract.

20. EMPLOYMENT VERIFICATION. CONTRACTOR represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2986 from the 2006 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. CONTRACTOR agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. CONTRACTOR further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. CONTRACTOR understands and agrees that any breach of these warranties may subject CONTRACTOR to the following: (a) termination of this Agreement and Ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such.

21. NOTICE. Any notice required or permitted to be given under this contract shall be in writing and sent by certified United States mail, postage prepaid, return receipt requested, to IHL by writing the Mississippi Institutions of Higher Learning, Attention: Office of Contracts and Grants Compliance, 3825 Ridgewood Road, Suite 417, Jackson, MS 39216 or to the CONTRACTOR by writing.

The parties agree to promptly notify each other of any change of address.

Contractor signature when form is faxed

Signature and Date (I agree to the terms of the contract included in pages 1 through 5)
EXPERIENCE AND CAPACITY

For over 55 years, the ServiceMaster Clean network has led the facilities cleaning services industry in customer satisfaction. This reputation is due largely to a deep commitment to quality. Today, thousands of businesses worldwide depend on ServiceMaster Clean professionals to fulfill their building service’s needs. Our expertise, dedication and value-added services make us the best commercial cleaning choice for your budget.

ServiceMaster OneCall was started twenty five years ago by our President, Steve Warner in 1987. ServiceMaster OneCall is proud of the hard work and commitment to our customers that has helped make us the largest ServiceMaster commercial janitorial franchise in the nation. We have grown to over 850 employees and provide commercial janitorial service to over 500 different locations.

ServiceMaster OneCall has provided Day Cleaning Janitorial Services to IHL since 2012 and to many other large buildings such as the Mississippi Department of Transportation Administrative Office, MDOT Lab, MDOT Shop Complex, and other buildings in the Mississippi Department of Finance and Administration portfolio that ServiceMaster OneCall services.

PERSONNEL

Bobby Harris

Mr. Harris brings over forty-seven plus (47+) years of experience and twenty-five (25) years of management to ServiceMaster Commercial Cleaning of Jackson. He is a retired US Army First Sergeant of 24 years, where he supervised, developed, trained over 400 employees, and implemented safety and employee discipline procedures. He also implemented numerous employee incentive Award Programs, which increased productivity and earned several outstanding evaluations' from corporate quality assurance. His current duties include: conducting weekly quality assurance inspections of facilities, training and orientation of division managers, and Customer Relations.

Mr. Harris studied Business Management at Central Texas College and holds several certifications from throughout his career in management. Mr. Harris will be responsible for overseeing Mrs. Mary Horton as the IHL Lead Contact and all ServiceMaster housekeeping employees servicing IHL.

ServiceMaster has a low turnover rate for the janitorial industry of 20%
SECURITY

ServiceMaster Commercial Cleaning of Jackson has hired an outside Security firm to handle screening of potential employees for background information. We do this to reduce the chance of hiring an individual with a criminal background.

The procedures are as follows:

A. Application Review / Verification
   Recruitment Strategies Perceiver
   Structured Interview
      1. Management
      2. Security Firm
   Complete Criminal Background Checks
   Follow up Interview
   Random Drug Testing

ServiceMaster is dedicated to providing its clients with the best quality workforce possible. Every effort is made by our company to select employees that are honest, reliable, and trustworthy. With this goal in mind, we have acquired the services of an independent investigation company who not only specializes in internal investigations but also performs all types of pre-employment screening, background checks, and interviews.
ATTACHMENT B
REFERENCES

**REFERENCE 1**
Name of Company: Mississippi Department of Transportation
Dates of Service: June 2006 to June 2013 / June 2014 to Current
Contact Person: Mr. Wes Carter
Address: 401 North West Street
City/State/Zip: Jackson MS 39201
Telephone Number: 601-946-7516
Cell Number: 601-946-7516
E-mail: WCarter@mdot.ms.gov

**REFERENCE 2**
Name of Company: Mississippi Department of Finance & Administration
Dates of Service: July 2013 to Current
Contact Person: Mr. Roe Frubbs
Address: 620 Building, 660 Building, 6LS East Amite St. Building + Beeson Building
City/State/Zip: Jackson, MS 39201
Telephone Number: 601-955-0313
Cell Number: 769-218-6444
E-mail: roe.frubbs@dfa.ms.gov

**REFERENCE 3**
Name of Company: Baptist Health Systems - Balfour Concord
Dates of Service: January 2020 to Current
Contact Person: Mr. Jeremy Phillips
Address: 1151 North State Street
City/State/Zip: Jackson MS 39202
Telephone Number: 601-363-4171
Cell Number: 601-672-4563
E-mail: jphillips@balfourconcord.com
A new day in cleaning.
Welcome to daytime cleaning from ServiceMaster Clean®.

We hope you enjoy the added benefits that come from having your building cleaned during regular office hours.

- Improved air quality for a healthier workplace
- Reduced environmental impact
- Scheduling at your convenience
- Personnel who know you and your office's needs
- Face-to-face communication

Together, we can help make your office a better place to work. Thanks for doing your part!
It's a new day in cleaning!

- Cleaning will take place during regular office hours, Monday–Friday

What Is Daytime Cleaning?
- Daytime Cleaning is an interactive cleaning service; you will know who your cleaner is. And if you require services, just ask.
- Cleaners use only green and environmentally-friendly products.
- Switching to Daytime Cleaning creates energy-saving opportunities, as lights and operational systems can be powered down at night.

What to expect from Daytime Cleaning:
- Offices/Common areas: Trash removal, vacuuming, vacuum dusting and spot cleaning will take place during the day; restrooms, break areas and kitchens: Will be cleaned and patrolled throughout the day
- A schedule will be provided indicating when janitorial tasks will be completed throughout the day
- An individual from your organization will introduce you to your ServiceMaster Clean specialist so you know whom to ask for special requirements.

Will the cleaning program be disruptive?
- Cleaning procedures are designed to minimize workplace disruption.
- Janitorial staff are trained in the protocols of cleaning in an office environment and use state-of-the-art equipment designed for noise reduction and safety, in addition to a cleaner clean.
- If you do not wish to be disturbed, place your trash can outside of your work area, wave your cleaner off with a “no thank you, not today” or close your door.

If you require assistance during this transition period, contact:

_________________________ at ______________.
Daytime cleaning. Another extraordinary service from ServiceMaster Clean®.

ServiceMaster Clean daytime cleaning delivers the same excellent service and innovative cleaning processes that we've perfected over 50 years. Only now with the additional benefits that come from having your building cleaned during regular office hours.

**High level of service**
Daytime cleaning takes our top-notch service even further. If something needs attention or improvement, a day schedule allows for faster resolution and more effective communication.

**Heightened security**
The fewer people in your building after hours, the better. With daytime cleaning you don't have to worry about doors being left unlocked, alarms not getting set, or unauthorized people entering the facility.

**Unrivaled consistency**
A day schedule has a lower turnover rate than other shifts. You'll enjoy the consistency and quality that come from personnel with more experience, broader skill sets and familiarity with your facility's needs.

**Flexible scheduling**
We clean your building at your convenience, not the other way around. Our precise scheduling system ensures we don't interrupt important meetings, events or anything else.

**Increased customer satisfaction**
Tenants often perceive your building as being cleaner when they actually see the work being done and interact with the professionals providing the service.
Lower costs. Higher profit margins.
Daytime cleaning is an easy way to reduce overhead, improve cash flow and increase profitability.

Reduced energy costs
Switching to daytime cleaning gives you immediate and sustained energy savings. Those who opt for daytime cleaning save an average of 50.15 per square foot annually and reduce energy costs by an average of 4%-8%.*

Lower operational costs
Our Capture and Removal Cleaning system is more efficient than traditional methods, reducing cleaning time by up to 25%. That means less time spent in your building, which directly affects your bottom line.

Innovation that's perfect for daytime cleaning.
At ServiceMaster Clean, we get the job done right and constantly strive to make your job hassle-free. Our patented Capture and Removal Cleaning system uses powerful products, advanced technologies and a highly productive method to provide the most efficient and effective cleaning process available.

The Capture and Removal Cleaning system is excellent for cleaning your building during daytime hours:
- Removes 55% more airborne particulates than conventional cleaning
- Quieter vacuums are less disruptive
- Traps and removes dust, dirt and debris instead of just spreading it around—important to tenants with allergies and asthma
- More efficient process cuts costs and minimizes interruptions
- Uses processes and products that are certified environmentally friendly—can improve your LEED rating and image regarding corporate social responsibility

Contact us today to learn more about daytime cleaning from ServiceMaster Clean.

*Cleaning & Maintenance Management, "Going for the Gold," March 2010
# DayTime Cleaner Checklist

**Date**  
**Emp. Name:**  
**Start Time:**  
**End Time:**  
**Station #:**

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<th>WAVE OFF</th>
<th>Offices/Cubicles &quot;Waved Off&quot;</th>
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<tr>
<th>THOROUGH CLEANS</th>
<th>Offices/Cubicles &quot;Thorough Cleaned&quot;</th>
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<th>RESTROOM SERVICE TIMES</th>
<th>Time Serviced</th>
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<tr>
<th>CONFERENCE ROOMS</th>
<th>Time Serviced</th>
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<td>Room/#:</td>
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<td>Time Serviced:</td>
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<th>COFFEE STATIONS/ KITCHENS</th>
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<td>Time Serviced:</td>
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<th>OPEN ITEMS</th>
<th>Time Serviced</th>
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<td>Floor:</td>
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<td>Cube/Office:</td>
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<td>Waste Haul:</td>
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<td>Detail Clean:</td>
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<td>Hard Floor Service:</td>
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<td>Fix/Repair:</td>
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Proprietary and Confidential information of Servicemaster Clean
Housekeeping Specifications
General and Office Areas

Services are to be performed daily from 8 a.m.-5 p.m., Monday-Friday. Note: These services include conference rooms and Board Rooms located in the University Center.

1. Empty all waste receptacles; remove wastepaper and trash from the premises; replace trash can liners.
2. Vacuum all traffic lanes of carpeting on 9th floor.
3. Hand dust and wipe clean with damp or treated cloth all office furniture, files, fixtures, paneling, window sills, and all other horizontal surfaces; wash window sills when necessary.
4. Damp wipe and polish all glass furniture tops.
5. Remove all finger marks and smudges from all vertical surfaces.
6. Spot clean all entrances door glass to individual suites.
7. Clean all drinking fountains.
8. Spot clean carpet as needed.
9. Clean and buff tile in corridors of the basement.

Services performed three (3) times a week:

1. Dust mop all tile floors and spot mop.
2. Fully vacuum all carpets.
3. Spot clean all light switches, walls and doors.

Services performed once a week:

1. Buff all tile floors after a full mop.
2. Spot clean all carpets.
3. Wash all restroom partitions.
4. Sweep and mop all stairwells inside of building.
5. Sweep and clean outside stairwells of building.
6. Every Wednesday take recycling bins to designated area in underground parking and return to floor numbers Thursday.

Services performed monthly:

1. Dust air vents, ledges, Venetian blinds and high areas.
2. In offices that have ceiling fans, they are to be dusted.
3. Wipe clean all vertical furniture surfaces.
4. Remove Spider webs
Services performed bi-annually:
These services are to be performed after 5 p.m. or week-ends.

1. Scrub and coat vinyl tile flooring in corridors of basement.
2. Resurface and polish elevator floors.

Services performed bi-annually:
These services are to be performed after 5 p.m. or week-ends.

1. Strip and wax vinyl tile flooring.
2. Steam clean traffic lanes of carpeting.
3. Scrub and coat all concrete and ceramic flooring.

Services performed when necessary:

1. Steam clean carpet in individual offices or conference rooms. Carpet should be cleaned in the manner suggested by the carpet manufacturer. A copy of the user manual will be provided to the vendor that this RFP is awarded to.

2. Any agency located in the E & R Complex requesting extra cleaning will be responsible for the payment of that cleaning.

Public Areas

Services performed daily, Monday-Friday, 8-5 with a staggered service provider available on site until 7:00 PM Monday thru Friday. These areas include but not limited to elevators, hall walls, break rooms, and restrooms located in the University Center

1. Clean and sanitize all drinking fountains, vending machines, table tops, chairs, counter tops, and sinks in the lunch room facilities.
2. Dust all furniture and fixtures.
3. Vacuum all carpeted areas.
4. Spot clean all hard surface floors.
5. Maintain all public areas by policing trash.
6. Spot clean stains, all fingerprints from doors, frames, light switches, push/kick plates and handles.
7. Spot clean all interior glass, entrance doors, partitions and side lights.
8. Spot clean stains on carpets.
9. Sweep and/or vacuum entrance mats.
10. Dust mop all hard surfaces floors with treated dust mop.
Services performed monthly before Board Meeting (3rd Thursday of each month):

1. Clean and polish all furniture in 9th floor waiting area and Board Room in University Center.
2. Spot clean and vacuum all carpet in Board Room, clean adjacent waiting areas and halls.
3. Clean and sanitize 9th floor restrooms and restrooms in Board Room.
4. Thoroughly clean outside entrances to all buildings.

Rest Rooms

Services performed daily, Monday-Friday, 8-5:

1. Empty and sanitize all receptacles and sanitary disposals; thoroughly clean and wipe toilets with disinfectant; replace trash can liners.
2. Damp mop, sanitize, rinse and dry all floors.
3. Clean all mirrors, light work, and enameled surfaces.
4. Scrub all fixtures using a cleaner to remove all stains.
5. Disinfect all basins, urinals and bowls using a non-abrasive cleaner.
6. Clean all metal fixtures, hinges and piping.
7. Remove spots and stains from metal partitions, walls, and outside surfaces of all dispensers and soap dishes.
8. Restock restrooms with all necessary supplies.

Services performed weekly, Monday-Friday, 8-5:

1. Thoroughly wash all partitions, tile walls, dispensers and receptacles.
2. Spray buff all hard surfaces.
3. Wash all baseboards.

Services performed monthly, Monday-Friday, 8-5:

1. Vacuum all louvers, ventilating grills and dust light fixtures.
2. Wash and polish all walls, partitions, tile walls and enamel surfaces from trim to floors.
Vendor is to supply the following necessary supplies:

1. White 2 ply toilet tissue for the various types of dispensers.
2. White 2 ply hand towels for dispensers in rest rooms.
3. Antibacterial liquid hand soap for dispensers in rest rooms.
4. Urinal deodorizer blocks for urinals in rest rooms.
5. Necessary waste receptacle liners for rest rooms.
6. Liners for waste receptacles in offices.
7. Large liners for large waste receptacles.
8. Air Neutralizer, ALLERGEN FREE, for receptacles in restrooms.

Vendor must supply all necessary items needed in the performance of these duties. IHL does not have any necessary equipment, trash barrels, etc.

Staffing Plan

Staffing: Board of Trustees of State Institutions of Higher Learning

1 General Manager at one hour per month (Bobby Harris, General Manager)
1 Division Manager one hour per day (Mary Horton, Division Manager)
1 Sales Director one hour per month (Jay Hobson, Sales Director)
1 Quality Assurance Manager four hours per month (Janice Bland, Quality Assurance Manager)
1 Floor Project Team as needed
1 Full Time 8 hour Day Supervisor
7 House Keepers
ACCEPTANCE OF CONDITIONS

ServiceMaster accepts all terms, conditions, and requirements.
ADDITIONAL DATA

Compliance & Safety

ServiceMaster acknowledges the necessity of meeting all local, state and national regulations and for being a good environmental citizen. All employees of ServiceMaster will receive initial training and ongoing training on matter related to safety issues. All cleaning products will be properly labeled and have accompanying MSDS sheets. A master inventory will be kept up to date and on file within the facility. Every effort will be made to guard the health and safety of your employees as well as ours.

Employee Training

Currently on staff, ServiceMaster has Anita Pope, Production Training Specialist, to implement an ongoing training program for new and existing employees. Assisting Ms. Pope in this process is a team of cleaning specialists. Initial training including safety training, performed with each employee so that they can operate effectively from day one. Employees are oriented to the new account, trained in the proper use of chemicals and are instructed one on one by Mrs. Pope who holds various housekeeping certifications and brings with her fifteen years of cleaning experience. On-going and developmental training is provided on an as needed basis, so that our employees can stay abreast of current developments in our field. Through this training program, we can insure that all employees know their responsibilities and will efficiently clean and service your account. ServiceMaster has pioneered the development of Four Star Certification Program for our cleaning technicians. This has allowed us to maintain our prominent position in our industry.
Quality Assurance

ServiceMaster recently completed a survey of over 400 Property Managers to find out what is important to you, the customer.

The service that customers wanted the most was Quality Inspections of their buildings. Knowing this, we have doubled our efforts in our Inspection Program at all locations.

Our Programs is as follows:

1. Employees are trained to inspect their own work upon completing tasks. This has been part of our employee training for over 25 years.
2. Supervisors are required to perform a predetermined number or formal weekly inspections, which results in a numerical score for each area. We believe that keeping score is imperative as it quantifies results, creates competition, promotes Accountability, and allows us to reward good performance and tracks trends.
3. Managers perform formal monthly Inspections. These inspections can be done jointly with our customer contact person at their discretion. We do recommend quarterly joint inspections and a quarterly formal review. The review would consist of inspecting, reviewing, challenges, implementation plans, customer concerns, how we can improve service and changes in customer needs.
4. Supervisors and managers would also do daily informal walk through inspections.

In addition to our inspection plan, ServiceMaster also would have Communication Logbooks that would handle minor customer requests and concerns.
CORPORATE OBJECTIVES

TO HONOR GOD

We accept the fact of the God of the Bible as our creator. We further understand that all life has been created by this God and man is complete when he has a relationship with his creator.

TO HELP PEOPLE DEVELOP

As a company we will possibly be in a new employee/employer role. It is a role of challenge and stewardship. As we maximize our opportunity to lead and develop our employed people we will gain great success and reward, as well as the best long-term achievement.

We are challenged to strive to gain some personal growth as we lead and manage our employees in our business. Our employees are:

Our responsibility
Our business’s greatest asset
Our partners in our business today — a critical part of our Future
Our business’s critical elements and should be paid well and consistent with their contribution and value

TO PURSUE EXCELLENCE

Excellence of service and results is our ServiceMaster standard. The Partners Pledge is our commitment to perform our services in a manner consistent with ServiceMaster quality standards throughout the world. The Customer Guarantee is our commitment to always provide excellent service results for the customer.
Excellence must be a primary component of our business and as such will be a cornerstone of our success and future.

TO GROW PROFITABLY

Profit is a necessary part of any successful business. It is equal in importance with the other three Corporate Objectives.
Profits are necessary for the ongoing good health and the future of our business.
We must plan for and achieve a profit — above break-even — to allow our business to grow and to build a viable future.
Fire—No matter the size. We perform contents packout and contents cleaning. Also, structural cleaning and odor removal. We will store your contents off site and return them when rebuilding is complete. You’ll never know a fire even occurred!!

Water—Any type/size of water loss. Structure is cleaned and dried to pre-loss condition. You name it, we clean it:
- Sprinkler system failure
- Water supply line failure
- Bathtub overflow
- Sewage backup
- Etc, etc....

Mold—We assist in source identification and the proper cleanup of mold infested structures. From large warehouses to small bathrooms, we’ll make it happen.

Odor—Pet, smoke and other odors are treatable and our success rate is great! We utilize a hydroxyl deionization process to eliminate the airborne odor and specific cleaning methods to remove the odor source.

1179 Old Brandon Rd.
Flowood, MS 39232
(601) 933-8416 (888) 930-8188
www.sm1call.com
## ATTACHMENT A
### PROPOSAL COST RESPONSE SHEET

<table>
<thead>
<tr>
<th>Section Reference</th>
<th>Service</th>
<th>Monthly Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Total monthly cost to execute services daily for General and Office areas as listed in Section 7.3.1 under Project Requirements.</td>
<td>$ 7,100.00</td>
</tr>
<tr>
<td>2.</td>
<td>Total monthly cost to execute services 3 times per Week for General and Office areas as listed in Section 7.3.2 under Project Requirements.</td>
<td>$ 1,500.00</td>
</tr>
<tr>
<td>3.</td>
<td>Total monthly cost to execute services once a week for General and Office areas as listed in Section 7.3.3 under Project Requirements.</td>
<td>$ 300.00</td>
</tr>
<tr>
<td>4.</td>
<td>Total monthly cost to execute services monthly for General and Office areas as listed in Section 7.3.4 under Project Requirements.</td>
<td>$ 300.00</td>
</tr>
<tr>
<td>5.</td>
<td>Total monthly cost to execute services quarterly for General and Office areas as listed in Section 7.3.5 under Project Requirements.</td>
<td>$ 1,000.00</td>
</tr>
<tr>
<td>6.</td>
<td>Total monthly cost to execute services Bi-Annually for General and Office areas as listed in Section 7.3.6 under Project Requirements.</td>
<td>$ 1,000.00</td>
</tr>
<tr>
<td>7.</td>
<td>Total Cost to execute services performed when necessary for General and Office areas as listed under list in Section 7.3.7 under Project Requirements.</td>
<td>$ 500.00</td>
</tr>
<tr>
<td>8.</td>
<td>Total monthly cost to execute services to be performed Daily for Public Areas as listed in Section 7.4.1 under Project Requirements.</td>
<td>$ 500.00</td>
</tr>
<tr>
<td>9.</td>
<td>Total monthly cost to execute services before Board meeting for Public Areas as listed in Section 7.4.2 under Project Requirements.</td>
<td>$ 100.00</td>
</tr>
<tr>
<td>10.</td>
<td>Total monthly cost to execute services daily for rest rooms as listed in Section 7.5.1 under Project Requirements.</td>
<td>$ 1,300.00</td>
</tr>
<tr>
<td>11.</td>
<td>Total monthly cost to perform services weekly for rest rooms as listed in Section 7.5.2 under Project Requirements.</td>
<td>$ 400.00</td>
</tr>
<tr>
<td>12.</td>
<td>Total monthly cost to perform services monthly for rest rooms as listed in Section 7.5.3 under Project Requirements.</td>
<td>$ 300.00</td>
</tr>
<tr>
<td>13.</td>
<td>Total monthly cost to provide supplies as listed in Section 7.6 under Project Requirements.</td>
<td>$ 1,200.00</td>
</tr>
<tr>
<td></td>
<td><strong>Grand Monthly Total</strong></td>
<td><strong>$15,500.00</strong></td>
</tr>
</tbody>
</table>
CERTIFICATE OF LIABILITY INSURANCE

PRODUCER: BancorpSouth Insurance Services, Inc.
P. O. Box 14207
Jackson MS 39238-4207

CONTACT: Brenda Cole
PHONE: 601-766-8255
FAX: 601-766-8255
EMAIL: brenda.cole@bms.com

INSURED: Warner, Inc dba ServiceMaster
Commercial Cleaning of Jackson
PO Box 168
Jackson MS 39205-

COVERAGES:

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(s) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, the policy(s) may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements.

COVERAGE:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>INSURED LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CLAIMS-MADE</td>
<td>OCCUR</td>
<td></td>
</tr>
<tr>
<td>DAVT AGGREGATE LIMIT APPLIES PER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>POLICY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AUTOMOBILE LIABILITY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANY AUTO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ALL OWNED AUTOS</td>
<td>SCHEDULED</td>
<td></td>
</tr>
<tr>
<td>HUISED AUTOS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>UMBRELLA LIABILITY</td>
<td>OCCUR</td>
<td></td>
</tr>
<tr>
<td>EXCESS LIABILITY</td>
<td>CLAIMS-MADE</td>
<td></td>
</tr>
</tbody>
</table>

REVISION NUMBER:

CERTIFICATE NUMBER: 105528192

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)

Blanket Waiver of Subrogation applicable to certificate holder as required by written contract.

CERTIFICATE HOLDER:

Board of Trustees of State of Institutions of Higher Learning
3825 Ridgewood Road
Jackson MS 39211

CANCELLATION 30 Days except 10 for Non Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE:

© 1998-2014 ACORD CORPORATION. All rights reserved.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CON芙RS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: License # 231432
Hub International Golf South
300 Concourse Blvd
Suite 300
Ridgeland, MS 39157

CONTACT NAME: [PRODUCER INFORMATION]
PHONE: (800) 630-7065
FAX: (601) 707-2070
ADDRESS:

INSURED:
Warner, Inc. DBA ServiceMaster Commercial Cleaning
Of Jackson
P O Box 619
Jackson, MS 33205-0183

COVERAGES

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>TYPE</th>
<th>EXCEPTED (1/1/2016)</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>X</td>
<td>EACH OCCURRENCE</td>
<td>60399205</td>
<td>01/01/2016 01/01/2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PROPERTY (Ex occurrence)</td>
<td></td>
<td>1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>MED EXP (day one) (person)</td>
<td></td>
<td>5,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PERSONAL &amp; ADJ HOSPITALITY</td>
<td></td>
<td>1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>GENERAL AGGREGATE</td>
<td></td>
<td>2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PRODUCTS - COMPLIANCE</td>
<td></td>
<td>2,000,000</td>
</tr>
<tr>
<td>AUTOMOBILE LIABILITY</td>
<td>X</td>
<td>ANY AUTO</td>
<td>60399205</td>
<td>01/01/2016 01/01/2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>COMBINED SINGLE LIMIT (Ex occurrence)</td>
<td></td>
<td>1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>BODILY INJURY (Per person)</td>
<td></td>
<td>50,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>BODILY INJURY (Per occurrence)</td>
<td></td>
<td>50,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROPERTY DAMAGE</td>
<td></td>
<td>50,000</td>
</tr>
<tr>
<td>UMBRELLA LIABILITY</td>
<td>X</td>
<td>EXCESS LIABILITY</td>
<td>60399205</td>
<td>01/01/2016 01/01/2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>EACH OCCURRENCE</td>
<td></td>
<td>3,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>AGGREGATE</td>
<td></td>
<td>3,000,000</td>
</tr>
<tr>
<td>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER (EXCLUDED)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(N/A)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more specific is required)

CERTIFICATE HOLDER:
Board of Trustees of State Institutions of Higher Learning
3825 Ridgewood Road
Jackson, MS 39211

CANCELLATION:
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE:

© 1988-2014 ACORD CORPORATION. All rights reserved.
**Form W-9**

**Request for Taxpayer Identification Number and Certification**

<table>
<thead>
<tr>
<th>Name as shown on your income tax return</th>
<th>Warner Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business name/registered entity name, different from above</td>
<td>Service Master (Commercial) Cleaning of Jackson</td>
</tr>
</tbody>
</table>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see how to get a TIN on page 3.

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internet Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. citizen or other U.S. person (defined below), and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9. At www.irs.gov/9, information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made by you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding.
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from FATCA reporting is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-2).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1448 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1448 require a partnership to present that a partner is a foreign person, and pay the section 1448 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1448 withholding on your share of partnership income.
WARNER, INC.
FINANCIAL STATEMENTS
DECEMBER 31, 2013

CURTIS W. LINDSEY
CERTIFIED PUBLIC ACCOUNTANT
JACKSON, MISSISSIPPI
INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

TO THE BOARD OF DIRECTORS
WARNER, INC.

I have compiled the accompanying statement of assets, liabilities, and equity-income tax basis of WARNER, INC. (an S corporation) as of December 31, 2013, and the related statement of revenues and expenses-income tax basis for the year then ended. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with the income tax basis of accounting, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.

The owners are responsible for the preparation and fair presentation of the financial statements in accordance with the income tax basis of accounting and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

My responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared in accordance with the income tax basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues, and expenses. Accordingly, the financial statements are not designed for those who are not informed about such matters.

The Company, with the consent of its shareholders, has elected under the Internal Revenue Code to be an S corporation. In lieu of corporation income taxes, the shareholders of an S corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in the financial statements.

CURTIS W. LINDSEY
CERTIFIED PUBLIC ACCOUNTANT
P. O. BOX 13488
JACKSON, MISSISSIPPI 36236
(601) 956-8612

JACKSON, MISSISSIPPI
JUNE 4, 2014
WARNER, INC.

STATEMENT OF ASSETS, LIABILITIES, AND EQUITY

- INCOME TAX BASIS

DECEMBER 31, 2013

ASSETS

<table>
<thead>
<tr>
<th>CURRENT ASSETS</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Checking-Trustmark</td>
<td>218,598.10</td>
</tr>
<tr>
<td>Payroll Checking-Trustmark</td>
<td>35,988.72</td>
</tr>
<tr>
<td>Money Market-Trustmark</td>
<td>100,867.55</td>
</tr>
<tr>
<td>Petty Cash</td>
<td>500.00</td>
</tr>
<tr>
<td>AR - Trade</td>
<td>271,847.35</td>
</tr>
<tr>
<td>AR - Employee Advances</td>
<td>240.00</td>
</tr>
<tr>
<td>Loan to D.R.-Truck Mt</td>
<td>9,029.63</td>
</tr>
<tr>
<td>Due from Birmingham</td>
<td>12,135.03</td>
</tr>
<tr>
<td><strong>TOTAL CURRENT ASSETS</strong></td>
<td><strong>649,207.38</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FIXED ASSETS</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Furniture &amp; Fixtures</td>
<td>140,771.47</td>
</tr>
<tr>
<td>Office Computer Equipment</td>
<td>97,116.17</td>
</tr>
<tr>
<td>Parking Lot Improvements</td>
<td>16,000.00</td>
</tr>
<tr>
<td>Leasehold Improvements</td>
<td>31,712.56</td>
</tr>
<tr>
<td>Machinery &amp; Equipment</td>
<td>142,853.35</td>
</tr>
<tr>
<td>Vehicles</td>
<td>564,806.51</td>
</tr>
<tr>
<td>Less Accumulated Depreciation</td>
<td>(635,292.09)</td>
</tr>
<tr>
<td><strong>NET FIXED ASSETS</strong></td>
<td><strong>161,770.06</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OTHER ASSETS</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deposits</td>
<td>1,516.20</td>
</tr>
<tr>
<td>ServiceMaster License</td>
<td>16,000.00</td>
</tr>
<tr>
<td>Due from WMD-ServiceMaster Disaster Co</td>
<td>53,652.12</td>
</tr>
<tr>
<td>Non-Compete-Duckworth</td>
<td>100,000.00</td>
</tr>
<tr>
<td>Accum. Amort.-Non-Compete</td>
<td>(16,111.74)</td>
</tr>
<tr>
<td><strong>TOTAL OTHER ASSETS</strong></td>
<td><strong>155,756.56</strong></td>
</tr>
</tbody>
</table>

**TOTAL ASSETS** | **$ 868,734.02**

SEE INDEPENDENT ACCOUNTANT'S COMPILATION REPORT
WARNER, INC.
STATEMENT OF ASSETS, LIABILITIES, AND EQUITY
-INCOME TAX BASIS
DECEMBER 31, 2013

LIABILITIES AND STOCKHOLDER'S EQUITY

CURRENT LIABILITIES
Accounts Payable $ 32,692.47
Sales Tax Payable 151.00
Accrued Payroll 190,770.15
Deductions Payable-Credit Union 100.00
Garnishment 5,625.90
New York Life W/H (21.44)
Allstate W/H 1,260.08
Ameriplan W/H 15.00
Payroll Tax Payable Fed & FICA 91,782.96
Payroll Tax Payable FUTA 5,759.94
Payroll Tax Payable SUTA 14,274.94
Payroll Tax Payable State 12,934.54

TOTAL CURRENT LIABILITIES 355,244.54

LONG-TERM LIABILITIES
N/P-2009 Corolla 2,276.50
N/P-2009 Z-71 Silverado 7,041.99
N/P 2011 GMC Sierra 11,767.42
N/P-2011 Scion #0255 (2,279.50)
N/P-2011 Scion #8860 7,082.91
N/P 2011 Corolla #4020 6,463.21
N/P-2012 Scion #2046 8,369.26
N/P 12 SCION #2755 12,074.68
N/P 06 CHEVY #4661 8,809.31
N/P S/i Corp- Truck Mt 17,276.55
N/P 12 SCION #5495 12,918.75
N/P 13 CHEVY #0119 31,786.63
N/P 13 SCION #2272 17,786.83
N/P Non-Compete 80,000.00

TOTAL LONG-TERM LIABILITIES 221,165.56

TOTAL LIABILITIES 576,410.10

STOCKHOLDERS' EQUITY
Capital Stock 1,000.00
Additional Paid-In Capital 103,844.27
Draw Account-Owners (409,781.12)
Retained Earnings 287,859.48
Net Income 407,601.29

TOTAL STOCKHOLDERS' EQUITY 390,323.92

TOTAL LIABILITIES & STOCKHOLDERS' EQUITY $ 966,734.02

SEE INDEPENDENT ACCOUNTANT'S COMPILATION REPORT
## WARNER, INC.
### STATEMENT OF REVENUES AND EXPENSES
#### -INCOME TAX BASIS
#### FOR THE TWELVE MONTHS ENDED
#### DECEMBER 31, 2013

<table>
<thead>
<tr>
<th>YEAR-TO-DATE AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>$8,550,265.78</td>
</tr>
</tbody>
</table>

### REVENUE
- Contract Revenue
- Project Revenue: $412,178.47
- Expendable Supplies: $66,607.66
- Other Revenue: $437.76
- Credits Allowed: $(46,385.51)
- Sub-Contracting: $528,168.37

**TOTAL REVENUE:** $8,456,948.22

### COST OF CONTRACT SERVICES

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Variable Payroll</td>
<td>$4,180,400.04</td>
</tr>
<tr>
<td>Payroll-Production</td>
<td>$251,049.44</td>
</tr>
<tr>
<td>Payroll - Floor Work</td>
<td>$68,748.88</td>
</tr>
<tr>
<td>Payroll - Area Managers</td>
<td>$31,565.34</td>
</tr>
<tr>
<td>Payroll - Human Resources</td>
<td>$12,561.54</td>
</tr>
<tr>
<td>PR Quality Assurance</td>
<td>$3,000.10</td>
</tr>
<tr>
<td>Employer Cont.-Fed &amp; FICA</td>
<td>$11,870.65</td>
</tr>
<tr>
<td>Other Variable-Background Check</td>
<td>$9,969,403.69</td>
</tr>
</tbody>
</table>

### Variable Operating Expenses
- Chemicals & Supplies: $284,569.74
- Supplies - Maintenance: $50,355.35
- Equipment Repairs & Maint.: $17,464.31
- Vacuum Cleaner Purchases: $42,208.99
- Equipment Rental: $10,996.13
- ServiceMaster Fees: $313,684.87
- Uniform Expense | $12,305.00
- Mileage Reimbursement | $12,234.85

**Total Variable Operating Expenses:** $1,029,726.24

### TOTAL COST OF CONTRACT SERVICES
**GROSS PROFIT:** $1,528,704.93

### OPERATING EXPENSES

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed Payroll</td>
<td>$60,048.09</td>
</tr>
<tr>
<td>Payroll - Clerical</td>
<td>$57,485.44</td>
</tr>
<tr>
<td>Payroll - Sales</td>
<td>$116,506.61</td>
</tr>
<tr>
<td>Payroll - Financial Management</td>
<td>$57,842.64</td>
</tr>
<tr>
<td>Total Fixed Payroll</td>
<td>$290,882.78</td>
</tr>
</tbody>
</table>

### Operating Expenses
- Advertising & Marketing | $33,766.17
- Employee Relations | $7,027.71
- Customer Relations: $14,213.36
- Auto / Vehicle Repair: $19,907.60
- Auto / Vehicle Gas: $108,549.25
- Auto Allowance: $14,400.00
- Bad Debts: $2,578.17

**SEE INDEPENDENT ACCOUNTANTS COMPILATION REPORT**
**WARNER, INC.**  
**STATEMENT OF REVENUES AND EXPENSES**  
**INCOME TAX BASIS**  
**FOR THE TWELVE MONTHS ENDED**  
**DECEMBER 31, 2013**

<table>
<thead>
<tr>
<th>DEPRECIATION AND AMORTIZATION</th>
<th>YEAR-TO-DATE AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Depreciation - Buildings</td>
<td>4,967.00</td>
</tr>
<tr>
<td>Depreciation - Equipment</td>
<td>82,352.00</td>
</tr>
<tr>
<td>Depreciation - Office Equipment &amp; Furniture</td>
<td>8,155.00</td>
</tr>
<tr>
<td>Amortization - Non-Comp</td>
<td>8,677.00</td>
</tr>
<tr>
<td>Dues</td>
<td>8,991.81</td>
</tr>
<tr>
<td>Donations/Contributions</td>
<td>3,800.00</td>
</tr>
<tr>
<td>Entertainment Expense-Sales</td>
<td>875.78</td>
</tr>
<tr>
<td>Entertainment Exp-Admin</td>
<td>1,716.33</td>
</tr>
<tr>
<td>Insurance - General Liability</td>
<td>39,061.68</td>
</tr>
<tr>
<td>Insurance-Auto</td>
<td>25,058.40</td>
</tr>
<tr>
<td>Insurance - Workers Comp.</td>
<td>118,241.03</td>
</tr>
<tr>
<td>Interest Expense on Loans</td>
<td>1,570.30</td>
</tr>
<tr>
<td>Misc Exp</td>
<td>1.24</td>
</tr>
<tr>
<td>Office Maintenance &amp; Repairs</td>
<td>10,142.65</td>
</tr>
<tr>
<td>Computer Programming/Consultin</td>
<td>21,953.32</td>
</tr>
<tr>
<td>Software Expense</td>
<td>7,218.19</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>21,347.06</td>
</tr>
<tr>
<td>Postage</td>
<td>5,033.95</td>
</tr>
<tr>
<td>Repair/Replace for Customer</td>
<td>10,388.57</td>
</tr>
<tr>
<td>Bank Service Charges</td>
<td>15,762.82</td>
</tr>
<tr>
<td>Professional Fees-Legal</td>
<td>1,140.00</td>
</tr>
<tr>
<td>Professional Fees-Accounting</td>
<td>5,601.51</td>
</tr>
<tr>
<td>Professional Fees-HR</td>
<td>(500.00)</td>
</tr>
<tr>
<td>Referral Commissions</td>
<td>1,625.00</td>
</tr>
<tr>
<td>Security Expense</td>
<td>2,763.76</td>
</tr>
<tr>
<td>Rent Expense-Main Office</td>
<td>67,932.00</td>
</tr>
<tr>
<td>Utilities</td>
<td>11,824.70</td>
</tr>
<tr>
<td>Taxes &amp; Licenses</td>
<td>14,519.65</td>
</tr>
<tr>
<td>Cable Service</td>
<td>1,174.34</td>
</tr>
<tr>
<td>Telephone Service-Local</td>
<td>17,545.19</td>
</tr>
<tr>
<td>Pagers</td>
<td>1,657.45</td>
</tr>
<tr>
<td>Cellular Phones</td>
<td>24,890.78</td>
</tr>
<tr>
<td>Travel &amp; Meetings</td>
<td>26,185.47</td>
</tr>
<tr>
<td>Insurance Health BCBS &amp; AmFed</td>
<td>84,843.94</td>
</tr>
<tr>
<td>Insurance AState</td>
<td>20,499.97</td>
</tr>
<tr>
<td>Office Repairs &amp; Maintenance</td>
<td>777.59</td>
</tr>
<tr>
<td>Garbage Pickup-Office</td>
<td>16,345.48</td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td>898,133.39</td>
</tr>
</tbody>
</table>

**GENERAL & ADMINISTRATIVE**

<table>
<thead>
<tr>
<th>PAYROLL-OFFICERS</th>
<th>261,483.64</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL GENERAL &amp; ADMINISTRATIVE</strong></td>
<td>261,483.64</td>
</tr>
<tr>
<td><strong>TOTAL OPERATING EXPENSES</strong></td>
<td>1,451,618.81</td>
</tr>
</tbody>
</table>

**OTHER INCOME & EXPENSE**

<table>
<thead>
<tr>
<th>INTEREST INCOME</th>
<th>42.78</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admin Fee Income</td>
<td>6,564.00</td>
</tr>
<tr>
<td>MISCELLANEOUS INCOME</td>
<td>6.01</td>
</tr>
<tr>
<td>Internet Income</td>
<td>561.03</td>
</tr>
<tr>
<td><strong>GAIN/LOSS ON SALES</strong></td>
<td>3,810.05</td>
</tr>
<tr>
<td><strong>PERSONAL USE OF AUTOS</strong></td>
<td>15,351.13</td>
</tr>
<tr>
<td><strong>TOTAL OTHER INCOME &amp; EXPENSE</strong></td>
<td>30,401.28</td>
</tr>
<tr>
<td><strong>NET REVENUE</strong></td>
<td>$ 497,601.26</td>
</tr>
</tbody>
</table>

SEE INDEPENDENT ACCOUNTANTS COMPILATION REPORT
## ATTACHMENT C
PROPOSAL CHECKLIST

| 2.1. | Original Proposal with five copies following instructions |
|      | Management Summary |
| 2.2.1 | Proposal must signed by authorized person. |
| 2.2.2 | Experience and Capacity |
| 2.2.3 | Manager and Supervisor Resumes' |
| 2.2.4 | Security/Background checks |
| 2.2.5 | 3 References using Reference Form (Attachment B) |
| 2.2.6 | Operations and Ability to Perform |
| 2.2.7 | Acceptance of Conditions |
| 2.2.8 | Additional data, not mandatory |
| 2.2.9 | Cost Data. Use Proposal Cost Response Sheet (Attachment A) |
| 2.2.10 | W9 |
| 2.2.11 | Insurance Coverage as described in section 2 of IHL Standard Contract (Attachment D) |
| 2.2.12 | Financial Statement |
| 2.2.13 | Additional information, not mandatory |
| 4.2. | Amendments to RFP |

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RFP Number: 2015-0629 Janitorial Services
Proposal Due @ 2:00 PM, June 29, 2015
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