

REQUEST FOR PROPOSALS

Request for Proposals (RFP) MUST BE SEALED AND ADDRESSED TO:

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

Request for Proposals for Qualified Janitorial Services

The Board of Trustees of State Institutions of Higher Learning (IHL) is a State Agency for the State of Mississippi that is sales tax-exempt as per MS CODE 27-65-105. The Board is the governing board for the eight state universities and medical center and responsible for the maintenance and up keep of the Education and Research Center located at 3825 Ridgewood Rd., Jackson, MS.

Proposals must be submitted no later than 11:00 AM, February 23, 2012. LATE PROPOSALS WILL BE REJECTED.

If you intend to submit a response to this RFP and want to view the campus, call Ray Bailey at 601-941-3086 to make an appointment.

1.0 INTRODUCTION AND PURPOSE:

- 1.1 **Purpose of the Request for Proposal:** The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal to the Board of Trustees of State Institutions of Higher Learning.
- 1.2 **Scope:** Board of Trustees of State Institutions of Higher Learning intends to utilize this bid for the provision of obtaining a qualified vendor to provide janitorial services for the Education and Research Center campus.

2.0 BID PROCEDURES AND INSTRUCTIONS:

- 2.1 **Method of Proposal:**
All response information should be typewritten or, if that is not possible, printed clearly. Vendors must submit **an original, marked as such, and five copies** of all materials required for acceptance of their proposal by the deadline shown on the Request for Proposal form to:

Board of Trustees of State Institutions of Higher Learning
Attention: Christine Guillotte
3825 Ridgewood Road
Suite 222
Jackson, MS 39211

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Proposals must be received by Christine Guillotte at the above address. All proposals must be received by **11:00 AM, February 23, 2012**.

All proposals must be packaged, sealed, and show the following information on the outside of the package: Do not place any information below the address area of a USPS mailed envelope.

Vendor's Name and Address

Request for Proposals Title: Proposal for Janitorial Services

Proposal Due Date: February 23, 2012

2.2 **Format of Proposal:** Vendors responding to this RFP must comply with the following format requirements:

- a) Proposals submitted in response to this RFP must be signed by the person in the vendor's organization who is responsible for the decision as to the prices being offered in the bid or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices. The proposal must be submitted on **Attachment A, Cost Bid Response Sheet**.

By submitting a signed proposal, the vendor's signatories certify that in connection with this procurement: (a) the vendor's organization or an agent of the vendor's organization has arrived at the prices in its proposal without consultation, communication or agreement with any other respondent or with any competitor for the purpose of restricting competition, (b) the prices quoted in the proposal have not been knowingly disclosed by same, directly or indirectly, to any other respondent or to any competitor, and (c) no attempt has been made or will be made by the vendor's organization or by any agent of the vendor's organization to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

- b) **BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING TERMS AND CONDITIONS:** These standard and supplemental terms and conditions shall govern this proposal and subsequent award. Vendors must accept these terms and conditions or submit point-by-point exceptions along with proposed alternative or additional language for each point, including any vendor contacts. Submission of any standard vendor contracts as a substitute for language in the terms and conditions is not a sufficient response to this requirement and may result in rejection of the vendor's proposal.

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- c) **COST INFORMATION:** Provide cost information on the **Cost Bid Response Sheet Attachment A.** included in this RFP.
- 2.3 **ADDITIONAL INFORMATION:** Include here the completed Vendor Information Form, Vendor Reference Form, a copy of your company's insurance coverage as described in Section 5.0, a copy of your company's most recently audited financial statement, and any other explanatory documentation that would clarify and/or substantiate the bid. Include all additional information that will be essential to the understanding of the bid. This might include diagrams, excerpts from manuals, or other explanatory documentation that would clarify and/or substantiate the bid document.
- a) **PARTICIPATION OF SMALL, WOMEN, AND MINORITY OWNED BUSINESSES:** It is the policy of the Board of Trustees of State Institutions of Higher Learning 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.
- b) **ETHICS: GRATUITIES AND KICKBACKS:** The right of vendor to proceed may be terminated after notice and hearing, the Board of Trustees of State Institutions of Higher Learning determines that vendor, any agent, or other representative of vendor gave or agreed to give, any employee in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, as listed in Miss. Code Ann. 97-11-53.
- c) **COLLUSIVE BIDDING:** The bidder's signature on the RFP is a guarantee that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the Board of Trustees of State Institutions of Higher Learning from obtaining the lowest possible competitive price.
- 2.4 **Incurring Cost:** The Board of Trustees of State Institutions of Higher Learning is not liable for any cost incurred by a vendor in the process of responding to the RFP.
- 2.5 **Questions:** Any questions concerning this RFP must be submitted **in writing** on or before February 21, 2012 via e-mail to Christine Guillotte at cguillotte@mississippi.edu

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Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should immediately notify the above named individual of such error and request modification or clarification of the RFP document.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, supplements or revisions will be posted on www.mississippi.edu/bidspecs.

From the date of release of this RFP, until a Letter of Intent is issued, all contacts with the Board of Trustees of State Institutions of Higher Learning shall be made through Christine Guillotte 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.

3.0 BID ACCEPTANCE, REVIEW AND AWARD:

- 3.1 **Proposal Opening:** Proposals will be opened at 11:00 AM CT on February 23, 2012 at 3825 Ridgewood Road, 1st floor, room 108, Jackson, Mississippi. Names of bidders will be read aloud. No other information will be discussed at that time. No activity on the part of the bidders at the proposal opening, other than attendance and note taking, is permitted. Any attempt to qualify or change any bid by any bidder in attendance may result in the rejection of the bidder's bid.
- 3.2 **Proposal Evaluation:** Proposals will be evaluated by a committee formed of the Chief Administrative Officer for the Mississippi Institutions of Higher Learning, Director of Buildings and Grounds for the Mississippi Institutions of Higher Learning, the Assistant Commissioner for Finance and Administration for the Mississippi Institutions of Higher Learning, the Director of Purchasing and Property for the Mississippi Institutions of Higher Learning and Director of Risk Management for the Mississippi Institutions of Higher Learning to verify that they meet all specified requirements in this RFP. Each proposal will be graded according to a point system. This evaluation may include requesting reports on the vendor's financial stability, conducting demonstrations of the vendor's proposed products(s) and/or service(s), site visits to verify the vendor's capability, type of equipment, and personnel available for servicing this contract, and reviewing results of past awards to the vendor by the State of Mississippi prior to making a determination in awarding this contract.

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- 3.3 **Notification of Award:** Any vendors who respond to this RFP, with a bid, will be notified in writing of the Board of Trustees of State Institutions of Higher Learning's intent to award a contract as a result of this RFP.

After notification of the intent to award is made, and under the supervision of agency staff, copies of bids will be available for public inspection, by appointment, from 8:30 AM to 2:00 PM at 3825 Ridgewood Road, 2nd floor, room 222, Jackson, Mississippi. Vendors may schedule reviews with Christine Guillotte (601.432.6485) to ensure that space and staff are available for the review.

- 3.4 **Method of Award:** An award will be made to the lowest responsible bidder. "Lowest responsible bidder" means the person or firm submitting the competitive bid with the lowest price that meets the specifications contained in the RFP. In establishing the lowest responsible bidder, all of the following factors may be considered of the bidders:

- a. The points awarded during the evaluation process.
- b. The financial ability from the companies most recently audited financial statements to provide the services required to fulfill the contract requirements;
- c. The skill, judgment, experience and resources to fulfill contract requirements;
- d. The necessary facilities, staff, personnel and equipment to fulfill contract requirements;
- e. The demonstrated ability to satisfactorily perform the work or provide the materials in a prompt, conscientious manner;
- f. The demonstrated ability to comply in situations where the award is contingent on special considerations subject to the nature of the services or contract required; and
- g. Any other factors determined to be relevant in assessing the bidder's ability to supply as required.
- h. Vendor has provided all information requested in this RFP.

The Board of Trustees of State Institutions of Higher Learning reserves the right to reject any, part of, and/or all bids. Board of Trustees of State Institutions of Higher Learning reserves the right to visit the bidder'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.

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4.0 SPECIFICATIONS:

4.1 Total square feet

Tower Building	96,449
University Center	55,925
MPB (old)	42,700
MPB (new)	32,000
MPB (new office bldg.)	8,500
Power Plant	<u>800</u>
Total	236,374

Total Restrooms

Tower Building	18
University Center	2 large 3 small
MPB (old)	6
MPB (new)	4
MPB (new office bldg.)	2
Power Plant	<u>1</u>
Total	36

4.2 General and Office Areas

Services are to be performed daily from 8a.m.-5p.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.

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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.

Services performed quarterly:

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.

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4.3 Public Areas

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

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.
11. Back pack vacuum furniture.

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.

4.4 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.

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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.

4.5 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.

5.0 INSURANCE REQUIREMENTS

The vendor, as an independent contractor, shall provide proof of Comprehensive General Liability insurance, Worker's Compensation insurance and Commercial Auto Liability Insurance. **Copies of insurance coverage must be included in your sealed response to this RFP.** 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, 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. If awarded 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 One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual

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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.

6.0 - 8.0 TERMS AND CONDITIONS

The Board of Trustees of State Institutions of Higher Learning shall incorporate standard State of Mississippi contract provisions into any contract negotiated with any proposal submitted responding to this RFP and Supplemental Standard Terms and Conditions for Procurement Services. Failure of the successful proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

Contractual Standard Terms and Conditions

- 6.1 **Employment Status:** Vendor shall, during the entire term of this contract, be construed to be an independent contractor. Nothing in this contract is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship.
- 6.2 **Modification or Amendment:** IHL may, from time to time, request changes in the scope of services to be performed. Such changes, including any increase or decrease in the contract amount, which are mutually agreed upon by and between the IHL and the Vendor shall be included in written amendments to this contract signed by all parties prior to the changes.
- 6.3 **Assignment:** Vendor shall not assign or otherwise transfer the obligations incurred on its part pursuant to the terms of this contract without the prior written consent of IHL. Any attempted assignment or transfer of its obligations without such consent shall be null and void. All obligations and duties of either party under this contract shall be binding on all successors in interest or assigns of such party.
- 6.4 **Waiver:** Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this contract.
- 6.5 **Indemnification:** Vendor agrees to indemnify, defend, save and hold harmless, IHL from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney fees, arising out of or caused by a negligent or wrongful act of the Vendor, its officers, employees and subcontractors in the performance of services under this contract.

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- 6.6 Insurance: Vendor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of the Vendor personnel, as well as comprehensive general liability, or professional liability insurance and, where applicable, employee fidelity bond insurance. The Vendor, upon request, furnish IHL with a certificate of conformity providing the aforesaid coverage.
- 6.7 Taxes: The Board of Trustees of State Institutions of Higher Learning is exempt from payment of all State of Mississippi sales tax on its purchases.
- 6.8 Governing Law: This contract shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, MS in Hinds County, Mississippi. The Vendor expressly agrees that under no circumstances shall IHL obligated to pay an attorney's fee or the cost of legal action to the Vendor.
- 6.9 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 not be affected thereby and each term and provision of the contract(s) shall be valid and enforceable to the fullest extent permitted by law.
- 7.0 Compliance with Laws: Vendor shall comply in all material respects, with all applicable laws, regulations, policies, and procedures of the United States of America or any agency thereof, the State of Mississippi or any agency thereof and any local governments or political subdivision that may affect the performance of services under this contract. Specifically, but not limited to, the Vendor shall not illegally discriminate against any employee nor shall any party be subject to illegal discrimination in the performance of this contract because of race, creed, color, sex, age, national origin or disability.
- 7.1 Payment Terms and Invoicing: The Board of Trustees of State Institutions of Higher Learning normally will pay properly submitted vendor invoices within forty five (45) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment

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- 7.2 Employment Verification: The Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008), 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. Vendor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Vendor 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. Vendor understands and agrees that any breach of these warranties may subject Vendor 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 Vendor 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, Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.
- 7.3 Cancellation and Termination: The Board of Trustees of State Institutions of Higher Learning reserves the right to cancel the resulting contract/agreement for no appropriation of funds or for breach of contract or for any reason, by giving written notice to Vendor of such cancellation and specifying the effective date thereof, at least ten (10) days before the effective date of such cancellation. Vendor shall, in the event of such cancellation, be entitled to receive compensation for any work accepted hereunder in accordance with State’s order(s). Vendor may also be compensated for partially completed work in the event of such cancellation. The compensation for such partially completed work shall be no more than the percentage of completion of each work effort, as determined in the sole discretion of the State, times the corresponding payment for completion of such work as set forth in the State’s order(s).

Upon cancellation, termination or other expiration of the resulting contract/agreement, each party shall forthwith return to the other all papers, materials, and other properties of the other held by each for

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purposes of execution of the contract/agreement. In addition, each party will assist the other party in the orderly termination of this contract/agreement and the transfer of all aspects hereof, tangible or intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.

- 7.4 Force Majeure: Neither party shall be in default by reason of any failure in performance of this agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence.
- 7.5 Public Records Access: It is the intention of the Board of Trustees of State Institutions of Higher Learning to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

Special Terms and Conditions

- 7.6 Firm Price: Prices submitted with this bid shall remain firm for ninety (90) days from the due date. Contract prices shall remain firm throughout the length of the contract. Contract will be for one (1) year with renewal option for five (5) years.
- 7.7 Liquidated Damages: Both parties acknowledge that it can be difficult to ascertain actual damages when a vendor fails to carry out the responsibilities of the contract. Because of that, the vendor acknowledges that for the contract resulting from this bid, it will negotiate liquidated damages, as required by the State, for the contract. The vendor agrees that the agency shall have the right liquidate such damages, through deduction from the vendor's invoices, in the amount equal to the damages incurred, or by direct billing the contractor.
- 7.8 Vendor must perform background checks and drug tests to assure that the employees assigned to this complex are responsible and drug free. Vendor must provide an on the job supervisor during working hours.
- 7.9 IHL reserves the right to request that any employee of the janitorial service be replaced.

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- 8.0 Vendor should inform all of their employees that there is a no smoking policy in all State office buildings and no smoking is allowed in the parking garage of the complex.
- 8.1 Pricing and Discounts: The Board of Trustees of State Institutions of Higher Learning qualifies for governmental and educational discounts. Unit prices shall reflect these discounts.
- 8.2 Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request for contract. For any given item, the quantity multiplied by the unit prices shall establish the extended price; the unit price shall govern in the bid evaluation and contract administration.
- 8.3 In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net 45 days (45).
- 8.4 Promotional Advertising/News Release: Reference to or use of the Board of Trustees of State Institutions of Higher Learning, any of its departments, agencies or other sub-units, or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the Board of Trustees of State Institutions of Higher Learning. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization.
- 8.5 Antitrust Assignment: The vendor and the Board of Trustees of State Institutions of Higher Learning recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Board of Trustees of State Institutions of Higher Learning (purchaser). Therefore, the contractor hereby assigns to the Board of Trustees of State Institutions of Higher Learning any and all claims for such as overcharges as to goods, materials or services purchased in connection with this contract.
- 8.6 Ordering: Purchase orders or releases via purchasing cards shall be placed directly to the vendor. No other purchase orders are authorized.
- 8.7 Guaranteed Delivery: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess cost shall include the administrative cost.

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9.0 Terms and Conditions Applicable to the Proposal Submission

- 9.1 **Specifications:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The Board of Trustees of State Institutions of Higher Learning shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 9.2 **Deviations and Exceptions:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 9.3 **Quality:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the Board of Trustees of State Institutions of Higher Learning.
- 9.4 **Quantities:** The quantities shown on this request are based on estimated needs. The Board of Trustees of State Institutions of Higher Learning reserves the right to increase or decrease quantities to meet actual needs.
- 9.5 **Delivery:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 9.6 **Unfair Sales Act:** Prices quoted to the Board of Trustees of State Institutions of Higher Learning are not governed by the Unfair Sales Act.
- 9.7 **Acceptance/Rejection:** The Board of Trustees of State Institutions of Higher Learning reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the Board of Trustees of State Institutions of Higher Learning.

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ATTACHMENT A – COST BID RESPONSE SHEET

	<u>Services</u>	<u>Cost</u>
1.	Total monthly cost to perform services for General and Office areas as listed in Section 4.2 under Specifications.	_____
2.	Total monthly cost to perform services 3 times per Week as listed in Section 4.2 under Specifications.	_____
3.	Total monthly cost to perform services once a week as listed in Section 4.2 under Specifications.	_____
4.	Total monthly cost to perform services monthly as Listed in Section 4.2 under Specifications.	_____
5.	Total monthly cost to perform services quarterly as listed in Section 4.2 under Specifications.	_____
6.	Total monthly cost to perform services Bi-Annually as listed in Section 4.2 under Specifications.	_____
7.	Cost to perform services each time as listed under services performed when necessary.	_____
8.	Total monthly cost to perform services as listed in Section 4.3 under Specifications.	_____
9.	Total monthly cost to perform services before Board meeting as listed in Section 4.3 under Specifications.	_____
10.	Total monthly cost to perform services as listed in Section 4.4 under Specifications.	_____
11.	Total monthly cost to perform services weekly as listed in Section 4.4 under Specifications.	_____
12.	Total monthly cost to perform services monthly as listed in Section 4.4 under Specifications.	_____
13.	Total monthly cost to provide supplies as listed in Section 4.5 under Specifications.	_____
	Grand Monthly Total	\$_____

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Name of Business: _____

Business Address: _____

Telephone Number: _____

Signature of Authorized Person: _____

E-Mail Address: _____

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Vendor Reference Form

Please provide a list of 3 locations of similar size to the Education and Research Complex that your company is providing janitorial services for or have provided in the past:

Company Name: _____

Company Address: _____

Company Telephone: _____

Name of Contact Person: _____

Company Name: _____

Company Address: _____

Company Telephone: _____

Name of Contact Person: _____

Company Name: _____

Company Address: _____

Company Telephone: _____

Name of Contact Person: _____