



**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: 2021:1102**

**DUE DATE AND TIME  
November 2, 2021, 2:00 PM CST**

**CONTACT PERSON: PHIL CUMBERLAND  
Ph. 601-432-6315  
[PCUMBERLAND@MISSISSIPPI.EDU](mailto:PCUMBERLAND@MISSISSIPPI.EDU)**

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## REQUEST FOR PROPOSAL: JANITORIAL SERVICES

Issue Date: October 11, 2021  
Project No.: 2021:1102  
Proposal Due: November 2, 2021, 2:00 PM  
Contact Name: Phil Cumberland  
Contact Phone Number: 601.432.6315  
Contact E-mail Address: [pcumberland@mississippi.edu](mailto:pcumberland@mississippi.edu)

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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 and hereby after identified as IHL Campus.

Proposals will be opened at date specified, 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 should be based on a fixed fee that includes all anticipated fees.

**E-Mail to:**  
[pcumberland@mississippi.edu](mailto:pcumberland@mississippi.edu)  
**Fax to:**  
601-432-6315  
Attention: Phil Cumberland

**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 (IHL) 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.

The buildings specifications are outlined below.

<b>Total Square Feet</b>	
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>
<b>Total</b>	<b>236,374</b>
<b>Total Restrooms</b>	
Tower Building	20
University Center	2 large 3 small
MPB (old)	6
MPB (new)	4
MPB (new office bldg.)	2
Power Plant	1
<b>Total</b>	<b>38</b>

### 1. SCOPE OF WORK

**Cleaning standards and practices must meet CDC guidelines, as they may be revised. Link to current CDC standards are [Cleaning and Disinfecting Your Facility | CDC](#).**

#### **General (corridors, waiting areas etc.) and Office Areas**

**These services are to be performed between the hours of 8:00 AM and 5:00 PM Monday through Friday. These services include offices, conference rooms, corridors, waiting areas, and board rooms located in the complex.**

#### **1.1 Services to be performed Daily**

- 1.1.1 Empty all waste receptacles and reline as needed (if liquid in trash can, reline – reline all containers a minimum of 1 time per week).
- 1.1.2 Remove trash to designated area.
- 1.1.3 Vacuum all traffic lanes of the 9<sup>th</sup> floor carpeting.
- 1.1.4 Damp wipe and polish all glass furniture tops.
- 1.1.5 Remove all finger marks and smudges from all vertical surfaces.
- 1.1.6 Spot clean all entrances door glass to individual suites.
- 1.1.7 Clean all drinking fountains.
- 1.1.8 Spot clean and vacuum carpet as needed.

- 1.1.9 Clean and buff tile in corridors of the basement as needed.
- 1.1.10 Disinfect any high touch areas according to CDC guidelines.

**1.2 Services performed three (3) times a week**

- 1.2.1 Dust mop all tile floors and spot mop.
- 1.2.2 Spot clean all light switches, walls, and doors as needed.
- 1.2.3 Hand dust and wipe clean with damp or treated cloth all office furniture, files, fixtures, panelling, windowsills, and all other horizontal surfaces, wash windowsills when necessary.

**1.3 Services performed once a week**

- 1.3.1 Buff all tile floors after a full mop.
- 1.3.2 Spot clean all carpets.
- 1.3.3 Wash all restroom partitions.
- 1.3.4 Sweep and mop all stairwells inside of building.
- 1.3.5 Sweep and clean outside stairwells of building.
- 1.3.6 Every other Wednesday, take recycling bins that are located one per floor of the tower building, to designated area in the underground parking area and return to retrieved location on Thursday.
- 1.3.7 Fully vacuum all carpets.
- 1.3.8 Vacuum and/or whisk upholstered chairs and couches, wipe plastic and leather furniture.

**1.4 Services performed monthly:**

- 1.4.1 Dust air vents, ledges, Venetian blinds, baseboards, and high areas.
- 1.4.2 In offices that have ceiling fans, they are to be dusted.
- 1.4.3 Wipe clean all vertical furniture surfaces.
- 1.4.4 Remove spider webs.

**1.5 Services performed biannually:**

**These services are to be performed after 5:00 PM or weekends.**

- 1.5.1 Scrub and coat vinyl tile flooring in corridors of basement.
- 1.5.2 Resurface and polish elevator floors.

**1.6 Services performed annually:**

**These services are to be performed after 5:00 PM or weekends:**

- 1.6.1 Strip and wax vinyl tile flooring.
- 1.6.2 Steam clean traffic lanes of carpeting.
- 1.6.3 Scrub and coat all concrete and ceramic flooring.

**1.7 Services performed when necessary:**

- 1.7.1 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.
- 1.7.2 Any agency located in the E & R Complex requesting extra cleaning be responsible for the payment of that cleaning.
- 1.7.3 Disinfect areas following CDC guidelines.

## **Public Areas**

### **1.8 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 IHL Campus.**

- 1.8.1 Clean and disinfect according to CDC guidelines all drinking fountains, vending machines, tabletops, chairs, counter tops, and sinks in the lunchroom facilities.
- 1.8.2 Dust all furniture, fixtures, and baseboards.
- 1.8.3 Vacuum all carpeted areas.
- 1.8.4 Spot clean all hard surface floors.
- 1.8.5 Maintain all public areas by policing trash.
- 1.8.6 Spot clean stains, all fingerprints from doors, frames, light switches, push/kick plates and handles.
- 1.8.7 Spot clean all interior glass, entrance doors, partitions and side lights.
- 1.8.8 Spot clean stains on carpets.
- 1.8.9 Sweep and/or vacuum entrance mats.
- 1.8.10 Dust mop all hard surfaces floors with treated dust mop.
- 1.8.11 Vacuum furniture.
- 1.8.12 Disinfect according to CDC guidelines all high touch areas.

### **1.9 Services performed monthly before Board Meeting (third Thursday of each month):**

- 1.9.1 Clean and polish all furniture in ninth floor waiting area and Board Room in IHL Campus.
- 1.9.2 Spot clean and vacuum all carpet in Board Room, clean adjacent waiting areas and halls.
- 1.9.3 Clean and disinfect according to CDC guidelines ninth floor restrooms and restrooms in Board Room.
- 1.9.4 Thoroughly clean outside entrances to all buildings.

## **Rest Rooms**

### **1.10 Services performed daily, Monday through Friday, 8:00 A.M. through 5:00 P.M.:**

- 1.10.1 Empty and sanitize all receptacles and sanitary disposals.
- 1.10.2 Thoroughly clean and wipe toilets with disinfectant according to CDC guidelines.
- 1.10.3 Replace trash can liners.
- 1.10.4 Sweep and wet mop floors with disinfectant.
- 1.10.5 Clean all mirrors, light work, and enameled surfaces.
- 1.10.6 Scrub all fixtures using a cleaner to remove all stains.
- 1.10.7 Disinfect all basins, urinals and bowls using a non-abrasive cleaner.
- 1.10.8 Clean and disinfect all metal fixtures, hinges and piping.
- 1.10.9 Remove spots and stains from metal partitions, walls, and outside surfaces of all dispensers and soap dishes.
- 1.10.10 Restock restrooms with all necessary supplies as needed.
- 1.10.11 Disinfect according to CDC guidelines all hard surface areas.

### **1.11 Services performed weekly, Monday through Friday, 8:00 A.M. through 5:00 P.M.:**

- 1.11.1 Thoroughly wash and disinfect all partitions, tile walls, dispensers, and receptacles.
- 1.11.2 Spray buff all hard surfaces.
- 1.11.3 Wash all baseboards.

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

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

**1.13 Vendor is to supply and responsible for the following necessary supplies:**

- 1.13.1 White 2 ply toilet tissue for the various types of dispensers.
- 1.13.2 White 2 ply hand towels for dispensers in rest rooms.
- 1.13.3 Antibacterial liquid hand soap for dispensers in rest rooms.
- 1.13.4 Urinal deodorizer blocks for urinals in rest rooms.
- 1.13.5 Necessary waste receptacle liners for rest rooms.
- 1.13.6 Liners for waste receptacles in offices.
- 1.13.7 Large liners for large waste receptacles.
- 1.13.8 Air Neutralizer, ALLERGEN FREE, for receptacles in restrooms.
- 1.13.9 Replacement of restroom dispensers as needed.

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

**All contracting staff will be required to follow IHL building entry policies. This requires identification card issued by IHL and a facial and temperature scan upon first entrance of each day.**

**2. RFP GENERAL TERMS AND CONDITIONS**

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

- 2.1 Awarded vendor will be expected to sign a Contract for Services for an initial term of 1 year with four years of optional renewal that contains the provision set out within Attachment C.
- 2.2 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 vendor 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.
- 2.3 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.
- 2.4 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.
- 2.5 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 the lowest proposal. This is not an advertisement for bids. This is a request for proposals for a prospective service contract.
- 2.6 IHL reserves the right to reject any proposal which does not conform to the requirements set forth in this RFP. Proposals may be rejected for reasons which include, but not limited to, the following;
  - 2.6.1 The proposal contains unauthorized amendments to the requirements of the RFP;
  - 2.6.2 The proposal is conditional.
  - 2.6.3 The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous;

- 2.6.4 The proposal is received late;
- 2.6.5 The proposal is not signed by an authorized representative of the party;
- 2.6.6 The proposal contains false or misleading statements or references; and,
- 2.6.7 The proposal does not offer to provide all services required by the RFP.
- 2.7 Vendor 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.
- 2.8 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. Section 97-11-53.
- 2.9 The vendor's signature on the RFP is a guarantee that the prices quoted have been arrived at without collusion with other eligible vendors and without effort to preclude the Board of Trustees of State Institutions of Higher Learning from obtaining the lowest possible competitive price.
- 2.10 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.
- 2.11 The contract may be renewed at the discretion of IHL upon written notice to contractor at least (60) days prior to the end of the initial term of the agreement or end date of any renewal term for a period of one (1) year at which time proposal prices and scope may be revised as needed for changes in project. The total number of one-year renewals permitted shall not exceed four (4).
- 2.12 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.
- 2.13 The vendor 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.
- 2.14 IHL reserves the right to consult with outside parties in evaluation of proposals. All proposals become the property of IHL upon receipt and will not be returned to the vendor.
- 2.15 IHL will not pay any costs incurred in the preparation and submission of proposals.
- 2.16 Proposals may be withdrawn by written notice received at any time before award.
- 2.17 Any requests to modify a proposal must be submitted in writing by the primary vendor representative. All requests for modifications must be submitted prior to the proposal submission deadline. IHL reserves the right to deny any requests for proposals modification.
- 2.18 Contracts, purchases and other financial transactions are administrated by IHL equally, without regard to race, color, creed, sex, national origin, disability or age.



- 2.19 Prior to removing, replacing, or diverting any of the specified individuals presented in the proposal, the vendor shall notify IHL reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on this contract. No replacement shall be made by the vendor without the written consent of IHL staff. IHL staff must ratify in writing the change.
- 2.20 The vendor must provide training that all employees receive relating to pandemic disinfecting and your plan to avoid spreading coronavirus including PPE usage/disposal and staff screenings, etc.

### 3. INSTRUCTION AND RESPONSE FORMAT

#### 3.1 Instruction

- 3.1.1 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.
- 3.1.2 Vendors must submit an original paper proposal, marked as such, three (3) paper copies, and an electronic copy of all materials required for acceptance of their proposal by the proposal due date.
- 3.1.3 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.
- 3.1.4 Proposals or alterations by phone will not be accepted.
- 3.1.5 Legibility, clarity and completeness of proposal are important and essential.
- 3.1.6 Proposal must be signed by individual(s) legally authorized to bind the vendor. 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.
- 3.1.7 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.

#### 3.2 Proposal Contents

All responses are subject to a determination of “responsive” and “responsible” prior to award. IHL is the sole judge as to “responsiveness” and “responsibility” of suppliers. All RFPs must meet all required specifications and formatted as requested. Any RFP that does not meet requirements can result in automatic disqualification. IHL reserves the right to request additional information from suppliers to assist in the evaluation process.

- 3.2.1 **Title Page:** Note the RFP subject, the vendor’s name, address, telephone number, email address, contact person, and date.
- 3.2.2 **Table of Contents**
- 3.2.3 **Proposal:** Proposals must provide responses to specifics in Section 1 and all subsections that describe in detail the scope of work and the details on how services will be provided. Include a description of major tasks and subtasks. 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. All page numbers of the response should be numbered and, indicate which RFP section responding to. All RFPs must meet all required specifications and formatted as requested.

3.2.4 **Executive Summary to include:**

3.2.4.1 Company Name, Address, Phone Number, Email, Website and individual(s) authorized to represent vendor.

3.2.4.2 Company History

3.2.4.3 Key Members to work on project and a brief summary of their experience for each.

3.2.4.4 Background check process for employees performing services.

3.2.5 **Contractor's Capabilities** Describe the experience of the vendor in providing the service, given number of years the service has been provided to a similar sized institution. Stipulate whether organization is national, regional, or local and provide the location of the office from which work is performed for these services. Stipulate if the organization has been involved in litigation within the last five (5) years or if there are any pending litigation arising out of the organization's performance. If so, please list.

3.2.5.1 Statement of company's background & experience in regard to scope of work (include all work done with other higher education authorities).

3.2.6 **Personnel and Project Manager:** Identify the personnel assigned to IHL that will be the point of contact for all inquiries/concerns related to the contract including service issues/interruptions, billing disputes/questions, etc. If the personnel is replaced, the contract administrator should be contacted prior to starting duties.

3.2.7 **Reference:** Give at least three (3) references for contracts of similar size and scope to IHL. 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*).

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

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

3.2.10 **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.

3.2.11 **Insurance Coverage:** Within ten (10) days after execution of a contract and prior to commencing any work under this contract, the Contractor shall furnish evidence of insurance to IHL. The insurance coverage shall comply with insurance requirements as described in *Section 2* of IHL's Standard Contract (*Attachment C*).

3.2.12 **Financial Information:** Include a completed W9. **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. 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.

Proposals which fail to address each of the submission requirements above may be deemed non-responsive and will not be further considered. Note that responses to questions must be specifically answered within the context of the submitted response. Responses that utilize references to external materials as an answer will be considered non-responsive.

#### **4. COST REQUIREMENTS**

- 4.1 Vendor 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 vendor or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposed.
- 4.2 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.
- 4.3 IHL is not liable for any cost incurred by a vendor in the process of responding to the RFP.

#### **5. QUESTIONS AND AMENDMENTS**

##### **5.1 Questions**

- 5.1.1 Request for additional information and questions should be addressed to Procurement Officer Phil Cumberland in writing at [pcumberland@mississippi.edu](mailto:pcumberland@mississippi.edu) no later than the date listed in the Solicitation Schedule in *Section 7*.
- 5.1.2 The IHL shall provide written response to all questions received in writing on or before the written question submittal deadline.
- 5.1.3 Questions received in relation to this RFP shall be answered and sent to all vendors who are listed as having obtained the RFP.
- 5.1.4 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 7*.

##### **5.2 Amendments**

- 5.2.1 Vendors shall be notified in writing of any changes in the specifications contained in this Request for Proposal.
- 5.2.2 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.
- 5.2.3 Should an amendment to the RFP be issued, it will be posted on the IHL website <http://www.mississippi.edu/finance/procurement.html>. Further, vendors 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 vendor’s sole responsibility to monitor the website for amendments to the RFP.

#### **6. EVALUATION AND AWARD**

##### **6.1 Evaluation Process**

- 6.1.1 A selection committee shall review and evaluate all proposals according to the criteria set forth under this section. It is important that vendors emphasize specific information pertinent to the work.
- 6.1.2 Evaluation of the proposals will be based on information listed below.
  - 6.1.2.1 Cost Data (*Attachment A*). Supporting detailed cost analysis may be submitted in addition to *Attachment A*.
  - 6.1.2.2 Financial Stability  
The financial ability from the companies most recently audited financial statements to provide the services required to fulfill the contract requirements and/or any information that would clarify and/or substantiate the proposal. Also, a W9.
  - 6.1.2.3 Experience, qualifications, resources to fulfill scope of work, and project requirements.
    - 6.1.2.3.1 Acceptance of the solicitation noting exceptions.
  - 6.1.2.4 Proof of insurance.
  - 6.1.2.5 References.
  - 6.1.2.6 Added Value.
- 6.1.3 IHL reserves the right to conduct discussions with any or all vendors, 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 vendor 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.
- 6.1.4 IHL reserves the right to request additional information or clarification from a vendor. The Vendor'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.
- 6.1.5 IHL reserves the right to request oral presentations if additional information and/or clarification is required.
- 6.1.6 IHL reserves the right to reject any, part of, and/or all proposals at any time. IHL reserves the right to visit the vendor'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 vendor in submitting a proposal.

## **6.2 Award**

- 6.2.1 If a satisfactory contract cannot be negotiated with the highest qualified vendor, negotiations will be formally terminated. Negotiations shall then be undertaken with the second highest rated and so on.
- 6.2.2 A contract will be issued after the award (if an award is made) and will become an integral part of the contract process.
- 6.2.3 A written notice to proceed will be issued prior to commencement of services.

- 6.2.4 Responsive vendor will be notified in writing of IHL's intent to award a contract as a result of this RFP.
- 6.2.5 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 during business hours. Vendors may schedule reviews with the Procurement Officer.
- 6.2.6 Upon award of contract, successful vendor will be asked to provide a transition plan and timeline and obtain IHL's input and concurrence before moving forward.

## 7. SOLICITATION SCHEDULE

The important date and times by which actions related to this RFP should be completed:

Date of Issuance	Monday, October 11, 2021
Pre-Proposal Meeting <i>if determined Necessary</i>	Friday, October 22, 2021 (Time and location will be announced.)
Questions from Vendors Due	Monday, October 25, 2021, by 4:00 PM
Answers to Vendors Questions Due	Wednesday, October 27, 2021, by Close of Business
Proposals Due	Tuesday, November 2, 2021, at 2:00 PM
Notice of Award (Estimated)	Friday, November 19, 2021
Contract Start Date (Estimated)	Monday, January 3, 2021

**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.

**ATTACHMENT A PROPOSAL COST RESPONSE SHEET**

<b>Section Reference</b>	<b>Service</b>	<b>Monthly Charge</b>
<b>1.</b>	Total monthly cost to execute services daily for General and Office areas as listed in <b>Section 1.1</b> under Project Requirements.	\$
<b>2.</b>	Total monthly cost to execute services 3 times per Week for General and Office areas as listed in <b>Section 1.2</b> under Project Requirements.	\$
<b>3.</b>	Total monthly cost to execute services once a week for General and Office areas as listed in <b>Section 1.3</b> under Project Requirements.	\$
<b>4.</b>	Total monthly cost to execute services monthly for General and Office areas as Listed in <b>Section 1.4</b> under Project Requirements.	\$
<b>5.</b>	Total monthly cost to execute services biannually for General and Office areas as listed in <b>Section 1.5</b> under Project Requirements.	\$
<b>6.</b>	Total monthly cost to execute services annually for General and Office areas as listed in <b>Section 1.6</b> under Project Requirements.	\$
<b>7.</b>	Total Cost to execute services performed when necessary for General and Office areas as listed under list in <b>Section 1.7</b> under Project Requirements.	\$
<b>8.</b>	Total monthly cost to execute services to be performed Daily for Public Areas as listed in <b>Section 1.8</b> under Project Requirements.	\$
<b>9.</b>	Total monthly cost to execute services before Board meeting for Public Areas as listed in <b>Section 1.9</b> under Project Requirements.	\$
<b>10.</b>	Total monthly cost to execute services daily for rest rooms as listed in <b>Section 1.10</b> under Project Requirements.	\$
<b>11.</b>	Total monthly cost to perform services weekly for rest rooms as listed in <b>Section 1.11</b> under Project Requirements.	\$
<b>12.</b>	Total monthly cost to perform services monthly for rest rooms as listed in <b>Section 1.12</b> under Project Requirements.	\$
<b>13.</b>	Total monthly cost to provide supplies as listed in <b>Section 1.13</b> under Project Requirements.	\$
<b>14.</b>	One time cost start up items, such as carts, trash barrels, mops, clothes, and etc.	\$
	<b>Grand Monthly Total</b>	\$

**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: \_\_\_\_\_



**ATTACHEMENT C**  
**Mississippi Institutions of Higher Learning (IHL)**  
**IHL Executive Office**  
**Professional Personal Services Contract with Independent Contractor**

(This contract must be attached to a completed Contract Approval/Routing Form prior to work commencing)

<b>Contract Number:</b>		<b>(CONTRACTS ONLY)</b>
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Contractor: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Social Security Number/Federal Tax Identification Number: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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 prior to completing this form.*

<b>U.S. Citizen:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, Country of Citizenship: _____ and Residence: _____
<b>Incorporated:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, Resident Alien <input type="checkbox"/> Non-Resident Alien <input type="checkbox"/> Visa Type: _____ <input type="checkbox"/> Small Business, <input type="checkbox"/> Minority, <input type="checkbox"/> Woman-Owned?

**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:** (Reference attachment if more space is needed, attachments are incorporated in this contract.)

**Contract Begin Date:** \_\_\_\_\_ **Contract End Date:** \_\_\_\_\_

**CONSIDERATION AND COMPENSATION:**                      **Not to Exceed** \_\_\_\_\_  
 Note: Indicate hourly, daily, scheduled, deliverables/task,                      **Rate of Pay** \_\_\_\_\_  
 total project etc.

**Nature of Expenses:**

**Payment Terms:**

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

<b>IHL Executive Contact:</b>	Mississippi Board of Trustees State Institutions of Higher Learning
Name: _____	Attention: IHL contact will be designated upon execution of contract.
Phone No. _____	3825 Ridgewood Road
	Jackson, MS 39211-6453

Contractor must submit a signed W-9 Form (available at the following link): <https://www.irs.gov/pub/irs-pdf/fw9.pdf>. The Contractor is 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 forward at the end of the calendar year if total payments exceed \$600.

**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.

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.

6. **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.
7. **DATA MIGRATION.** Upon expiration or earlier termination of the Agreement, Contractor agrees that IHL may elect to have Contractor migrate the data to an IHL computer at no cost, or for Contractor to provide the data to the IHL in another form which is acceptable to them, at no cost.
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.** The Contractor shall treat all IHL data and information to which it has access by its performance under this Contract as confidential and shall not disclose such data or information to a third party except as provided for in this Contract without specific written consent of the IHL. The Contractor shall protect such personal and confidential information against unauthorized use, disclosure, modification or loss. This provision shall survive the termination or completion of this Contract and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Contract on behalf of, or under the rights of the Contractor following any termination or completion of the Contract. Any breach of this provision may result in termination of the Contract and demand for return of all personal and confidential information. The Contractor agrees to indemnify and hold harmless the IHL for any damages related to Contractor's unauthorized use of personal or confidential information.

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.

Contractor agrees to the attached data sharing terms and conditions (Exhibit 1).

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.

- 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 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.

**21. Debarment and Suspension** – The Contractor certifies, by the initials of the primary signatory below, that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, Debarment and Suspension, codified at 29 CFR Part 98, and that it will not subgrant with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs

\_\_\_\_\_ Initials of Primary Signatory                      \_\_\_\_\_ Date

**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 recognizes that IHL, as a political subdivision of the State of Mississippi, enters into this contract only to the extent authorized by Mississippi law, including the opinions of the Mississippi Attorney General. Any provision of this contract that is not authorized by or inconsistent with Mississippi law, including the opinions of the Mississippi Attorney General, is deleted.**

**IHL and Contractor hereby accept the terms and conditions specified above and acknowledge that this contract constitute the entire agreement of the parties. After execution by both parties, the original of this agreement shall be kept and maintained at the offices of the IHL.**

**CONTRACTOR**

**INSTITUTIONS OF HIGHER LEARNING**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

### **IHL RFP 2021.1102 Pre-Proposal Meeting**

The MS Institutions of Higher Learning has scheduled a building complex walk through for all interested parties for the Janitorial Services RFP 2021.1102 on Friday, October 22, 2021, at 9:00 AM. The location is at 3825 Ridgewood Rd Jackson, MS 39211 in the Paul B Johnson Building Lobby. The two contacts for this meeting are Ronald Williams, 601.213.6267, and Jim Barnett, 601.941.3086. This meeting is for a walk through only, questions will be submitted in writing to Phil Cumberland and answered by Wednesday, October 27, 2021.

Phil Cumberland  
Procurement Officer  
[pcumberland@mississippi.edu](mailto:pcumberland@mississippi.edu)  
Ph: 601.432.6315