

Mississippi Department of Finance and Administration

**OFFICE OF PROCUREMENT
AND CONTRACTS**

INVITATION FOR BIDS

RFx # 3160009355

LAWN AND LANDSCAPING SERVICES

OCTOBER 23, 2020

Contact information for this Invitation for Bids:

Lawn and Landscaping IFB
c/o DFA - Office of Procurement and Contracts
501 North West Street
Suite 1301-A Woolfolk Building
Jackson, Mississippi 39201
procurement@dfa.ms.gov

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SECTION 1. INTRODUCTION AND OVERVIEW

1.1 Purpose and Goals

The Mississippi Department of Finance and Administration (DFA) Office of Procurement and Contracts issues this Invitation for Bids (IFB) to solicit offers from responsible vendors to establish a firm fixed-price contract for Lawn and Landscaping Services for certain properties owned and operated by the State of Mississippi. These services are to be provided for the Office of Capitol Facilities within DFA. DFA requests bids from experienced, responsible and financially sound organizations that have the capability and qualifications to provide the services as detailed in Section 3, **Scope of Services**, of this IFB.

The awarded contract will be for four (4) years with one (1) optional renewal year to be exercised at the discretion of DFA. The effective date of this contract will be March 1, 2021. This IFB and any resulting contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board (PPRB) Office of Personal Service Contract Review Rules and Regulations (OPSCR)*, a copy of which is available at 501 N. West Street, Suite 701E, Jackson, Mississippi 39201 for inspection or at <http://www.dfa.ms.gov/media/9413/pprb-opscr-rules-and-regulations-effective-01182020.pdf>. A draft copy of the contract has been included as Appendix F for your review.

A copy of this IFB, including all appendices and attachments, and any subsequent amendments, including the Question and Answer amendment, if issued, will be posted to the Office of Procurement and Contracts page on the DFA website at <http://www.dfa.ms.gov/dfa-offices/procurement-contracts/> under the “Bid/RFP Notice” section. It is the responsibility of all interested vendors to monitor the website for updates regarding this procurement.

1.2 Bid Submission Requirements

The original and three (3) copies of the Bid, four (4) copies total, shall be submitted in three-ring binders with section components of the IFB clearly tabbed as follows:

1. Appendix A – Bid Cover Sheet with copy of all required license(s) or permit(s);
2. Appendix B – Bid Form with Attachment for Section 2, Minimum Qualifications;
3. Appendix C – References; and,
4. Signed Acknowledgment of Amendments (if any).

The Bidder shall also submit one (1) copy of the bid on CD or USB drive in a single, searchable document in Microsoft Word or Adobe Acrobat (PDF) format.

If the Bid contains confidential information, a redacted copy of the Bid shall be submitted. If a redacted copy is not submitted, DFA shall consider the entire Bid to be public record. Any redacted copies should be submitted on a CD or USB drive in a single, searchable document in Microsoft Word or Adobe Acrobat (PDF) format. The CD or USB drive shall be clearly labeled “REDACTED COPY”. The redacted copy should also identify which section or information has been redacted and the Bidder shall provide the specific statutory authority for the exemption. Per Mississippi Code Annotated §25-61-9(7), the type of service to

be provided, the price to be paid and the term of the contract cannot be deemed confidential.

The redacted copy shall be considered public record and immediately released, without notification to Bidder, pursuant to any request under the Mississippi Public Records Act, Miss. Code Ann. §§25-61-1 *et seq.* and Miss. Code Ann. §79-23-1. Redacted copies shall also be used/released for any reason deemed necessary by DFA, including but not limited to, submission to the PPRB, posting to the Transparency Mississippi website, etc.

Modifications or additions to any portion of the procurement document may be cause for rejection of the bid. DFA reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, DFA may request the Bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. The IFB issued by DFA is the official version and will supersede any conflicting IFB language subsequently submitted in bids.

All documentation submitted in response to this IFB and any subsequent requests for information pertaining to this IFB shall become the property of DFA and will not be returned to the Bidder.

Failure to provide all requested information and in the required format may result in disqualification of the bid. DFA has no obligation to locate or acknowledge any information in the bid that is not presented under the appropriate outline and/or in the proper location according to the instructions herein.

Bids may be submitted in a paper format or electronically via the State of Mississippi's Accountability System for Governmental Information and Collaboration (MAGIC). Registering as a supplier with the State of Mississippi allows businesses to register for upcoming RFx opportunity notifications by the products they supply, search the system for upcoming RFxs, respond to RFxs electronically, and receive purchase orders by email. In order to register, please go to the following website: <http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/supplier-self-service/>.

Electronic bids submitted through MAGIC shall follow the same format as specified within this section.

Bids must be submitted in writing using the attached forms to the following address:

**Lawn and Landscaping Services IFB
c/o DFA - Office of Procurement and Contracts
501 North West Street
Suite 1301-A Woolfolk Building
Jackson, Mississippi 39201**

To prevent opening by unauthorized individuals, the bid, including any and all attachments, must be sealed in one package. The outside cover of the package containing the sealed bids **shall be labeled:**

**BID – DO NOT OPEN
RFx # 3160003955
Bid Opening: Wednesday, December 1, 2020 at 2:15 PM CST**

Each page of the bid form and all attachments shall be identified with the name of the Bidder. Failure to submit a bid on the bid form provided may be considered just cause for rejection of the bid.

The Bidder is responsible for ensuring that the sealed bid is delivered by the required time and to the required location and assumes all risks of delivery. A facsimile bid shall not be accepted. Each bid should be signed in ink by an official authorized to bind the Bidder to the bid provisions. Bids and modifications thereof received by DFA after the time set for receipt or any location other than that set forth above shall be considered late and shall not be considered for award.

1.2.1 Bid Submission Period

Sealed bids shall be submitted to DFA's Office of Procurement and Contracts no later than 2:00 PM Central Standard Time (CST), Tuesday, December 1, 2020. Timely submission of the bid package is the responsibility of the Bidder. Any bid received after the deadline will be considered late and will be rejected and returned to the Bidder unopened and will not be considered for award. The Bidder shall be notified as soon as practicable if their bid was rejected and the reason for such rejection.

It is suggested that if a bid is mailed to DFA, it should be posted in certified mail with a return receipt requested. A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt shall not be considered unless it is the only bid received, or it is received before award is made and was sent by registered mail no later than the fifth (5th) calendar day before the date specified for receipt of bids. If determined by DFA that the late receipt was due solely to mishandling by DFA after receipt at the specified address, the bid may be considered for award.

The only acceptable evidence to establish the date of mailing is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Bidders should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper. DFA will not be responsible for mail delays or lost mail.

1.3 Public Opening

The Office of Procurement & Contracts shall hold a public opening of sealed bids at 2:15 PM CST, Tuesday, December 1, 2020. The bids shall be opened in a designated conference room. Bidders are invited to come in person for the opening or call into a conference line. Participation information regarding the bid opening shall be released to all responding Bidders.

1.4 Important Dates

October 23, 2020	Invitation for Bids released
November 6, 2020	Deadline to submit questions
November 13, 2020	Responses to questions to be posted
December 1, 2020	Bids submission deadline by 2:00 PM CST
December 1, 2020	Bid Opening at 2:15 PM CST
December 15, 2020	Notice of Intent to Award distributed
December 18, 2020	Notice of Contract Award published
February 3, 2021	PPRB Meeting
March 1, 2021	Contract effective date

NOTE: *Adjustments to the schedule may be made as deemed necessary by the Office of Procurement and Contracts.*

1.5 Questions and Answers

Bidders should download the “Question and Answer” template from the DFA website at <http://www.dfa.ms.gov/dfa-offices/procurement-contracts/>. Questions must be submitted on the referenced template and should be submitted via email to procurement@dfa.ms.gov with a subject line: “Questions – Lawn and Landscaping Services (RFX#3160003955)”. Questions must be received no later than **2:00 PM CST, on November 6, 2020**, to ensure a response by DFA. Responses to questions will be posted to the Office of Procurement and Contracts page on the DFA website at <http://www.dfa.ms.gov/dfa-offices/procurement-contracts/> under the “Bid/RFP Notice” section as an amendment to the IFB on November 13, 2020. Questions received after November 6, 2020, may be considered for response, although there is no guarantee as to if or when a response will be provided. It is the Bidder’s sole responsibility to regularly monitor the website for amendments and/or announcements concerning this IFB.

1.7 Acknowledgment of Amendments

DFA reserves the right to amend this IFB at any time. Should an amendment to the IFB be issued, it will be posted to the Office of Procurement and Contracts page on the DFA website at <http://www.dfa.ms.gov/dfa-offices/procurement-contracts/> under the “Bid/RFP Notice”. Bidders must acknowledge receipt of any amendment to the IFB by signing and returning the amendment. The acknowledgment must be included in the bid submission. Please monitor the website for amendments to the IFB. DFA responses to questions will be treated as amendments to the IFB and will require acknowledgment.

1.8 Cost of Bid Preparation

All costs incurred by the Bidder in preparing and delivering its bid, making presentations, and any subsequent time and travel to meet with DFA regarding its bid shall be borne exclusively at the Bidder’s expense.

1.9 Right to Reject, Cancel and/or Issue Another IFB

DFA specifically reserves the right to reject any or all bids received in response to this IFB, cancel the IFB

in its entirety, or issue another IFB.

1.10 Registration with Mississippi Secretary of State

By submitting a bid, the Bidder certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by the DFA Office of Procurement and Contracts that it has been awarded a contract.

1.11 Debarment

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

1.12 Right to Consider Historical Information

DFA reserves the right to consider historical information regarding the Bidder, whether gained from the Bidder's bid, conferences with the Bidder, references, or any other source during the evaluation process. This may include, but is not limited to, information from any state or federal regulatory entity.

1.13 Documentation of Award

Upon the determination of the lowest cost bid, a written Notice of Intent to Award will be issued. The notice of intended contract award shall be made by e-mail with reply confirmation to the winning Bidder. Unsuccessful Bidders shall be notified in the same manner after the award has been accepted or declined. The Notice of Intent to Award will also be posted to the DFA website and the Mississippi Contract/Procurement Opportunity Search Portal.

1.14 State Approval

It is understood that this contract may require approval by the PPRB. If required and if this contract is not approved, it is void and no payment shall be made hereunder. Every effort shall be made by DFA to facilitate rapid approval and a start date consistent with the proposed schedule.

SECTION 2. MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. If, in the opinion of the Office of Procurement and Contracts, the Bidder fails to prove that bidding company meets any of these minimum qualifications, the bid will be disqualified from further consideration. Please provide a detailed justification for each of the following as an attachment to Appendix B, **Bid Form**.

1. Bidder shall document a minimum of five (5) years of successful previous experience providing similar services at one or more properties of comparable size. Include contact reference(s) including acreage of property maintained for validation of such experience on References Form (Appendix C). All information received from those clients, if contacted, must verify that a high level of satisfaction was provided in that service trade.
2. Mississippi law regulates the professional licensures to perform some of the tasks that will be necessary to perform the work of this contract. Specifically, the following licenses are required: Horticultural Pest Control License, Horticultural Weed Control License, Landscape Horticulturalist, and Tree Surgery License. Bidder shall document on the Bid Cover Sheet (Appendix A) individuals with Bidder's company holding the licenses required and represent that such licenses shall be maintained throughout the contract term. The license holder may be a proposed sub-contractor but this must be indicated on the Bid Cover Sheet (Appendix A) and additional References (Appendix C) shall be provided for any proposed sub-contractor for Bidder to be considered responsive.
3. The Bidder shall maintain, at its own expense, comprehensive general liability insurance to protect the property, goods and material of the Office while in the company's possession. Such policy of insurance shall provide a minimum coverage in the amount of Five Hundred Thousand dollars (\$500,000) with the State of Mississippi added as an additional insured. The policy should be issued by an insurance company licensed by the Mississippi Department of Insurance.
4. The Bidder shall maintain, at its own expense, Motor Vehicle Liability coverage. Such policy of insurance shall provide a minimum coverage in the amount of Five Hundred Thousand dollars (\$500,000) with the State of Mississippi added as an additional insured. The policy should be issued by an insurance company licensed by the Mississippi Department of Insurance.
5. The Bidder shall maintain, at its own expense, Motor Vehicle Property Damage coverage. Such policy of insurance shall provide a minimum coverage in the amount of Two Hundred Fifty Thousand dollars (\$250,000) with the State of Mississippi added as an additional insured. The policy should be issued by an insurance company licensed by the Mississippi Department of Insurance.
6. The Bidder shall, at its own expense, maintain workers' compensation insurance which shall fully comply with the Mississippi Workers' Compensation Law. Certificates of insurance shall be included in the bid submission.
7. The Bidder shall be in compliance with Mississippi Code Annotated § 79-4-15.01 regarding authorization to transact business in Mississippi.

SECTION 3. SCOPE OF SERVICES

The work shall consist of lawn and landscaping services at the following properties:

1. The Museum District which includes the grounds adjacent to the Mississippi Museums, the William Winter Building, and the Winter Central Mechanical Plant;
2. The Old Capitol Green area consisting of the War Memorial Building, the Old Capitol, and the Charlotte Capers Office Building;
3. The GM&O Depot/Naval Reserve Record Center, including the Jefferson Street Parking Lot
4. The Central High School grounds; and,
5. The Joseph Properties located at 620 and 660 North State Street and 700 North State Street.

All work of this contract shall be performed on a scheduled basis and under the direct supervision of experienced and qualified Contractor personnel.

3.1 William Winter Building / Museums Grounds

This area shall include maintenance of all grounds to edge of curb of adjacent City of Jackson streets, including landscaped and hardscaped areas as well as associated parking areas and drives on property operated and maintained by DFA, Office of Capitol Facilities in Jackson, Mississippi as defined in Figure 1-1 of the ***William F. Winter Building and Two Mississippi Museums Landscape Management Plan*** (Appendix D). All work as defined and scheduled in Sections 3, 4, and 5 including Appendix A of this ***Landscape Management Plan*** shall be included with the following modifications:

1. Weed Removal, utilizing physical removal and/or post-emergent herbicides as required, at all sidewalks, hardscape and paved areas shall be included.
2. Blowing off promptly of grass clippings and any other debris generated by lawn or landscape maintenance activities shall be included.
3. Regular Tree Pruning as defined in 5.4.1 of the ***Landscape Management Plans*** (Appendix D) shall be included, however; Tree Removal, Bolting or Cabling is excluded.
4. Lawn Irrigation as defined in 5.1.1 and 6 of the ***Landscape Management Plans*** (Appendix D) shall be included in the scope of work of this contract with the exception of the last sentence of Section 5.1.1 concerning financial constraints. It shall also be the responsibility of Contractor to alert the Office of Capitol Facilities promptly of any required major reports.
5. Riding lawn mowers and other heavy wheeled vehicles shall not be used on lawn at structure. Mowing on structure shall be limited to no more than 22" walk behind mower. Clippings shall be bagged and hauled off at this location. Non-structure lawn areas immediately adjacent thereto shall be similarly mowed to maintain consistent appearance.
6. In order to maintain the recommended heights as defined in Section 5.1.1 Lawn Cultural Practices and referenced in Table 5-1 in Appendix D, Contractor shall perform mowing during growing period on a regular basis not more frequently than every seven (7) days nor less frequently than every ten (10) days. For the purpose of this contract, growing season shall be considered the period between the first week of March and the first week of November. Mowing is required during non-

growing periods, however; frequency during non-growing period may be reduced to that required to provide a consistent appearance.

7. Removal of leaves, twigs, branches and other landscape debris shall be included. All such debris shall be blown or otherwise removed from paved surfaces and parking lots in work area on a regular basis, at least as frequently as mowing occurs. All debris shall be removed from planting beds and adjacent buildings. Leaves and twigs at lawns may be mulched at time of mowing and remain on site provided quantity/build up is not excessive. Larger sticks and branches shall be bagged and/or otherwise removed from site.

3.2 Old Capitol Green Grounds

This area shall include maintenance of all grounds to edge of curb of adjacent City of Jackson streets, including landscaped and hardscaped areas as well as associated parking areas and drives on property operated and maintained by the Department of Finance and Administration, Office of Capitol Facilities in Jackson, Mississippi as defined in Figure 1-1 of the ***Old Capitol Green Landscape Management Plan*** (Appendix E). All work as defined and scheduled in Sections 3, 4, and 5 including Appendix A of this ***Landscape Management Plan*** shall be included with the following modifications:

1. Weed Removal, utilizing physical removal and/or post-emergent herbicides as required, at all sidewalks, hardscape and paved areas shall be included.
2. Blowing off promptly of grass clippings and any other debris generated by lawn or landscape maintenance activities shall be included.
3. Regular Tree Pruning as defined in 5.4.1 of the ***Landscape Management Plans*** (Appendix E) shall be included, however; Tree Removal, Bolting or Cabling is excluded.
4. Lawn Irrigation as defined in 5.1.1 and 6 of the ***Landscape Management Plans*** (Appendix E) shall be included in the scope of work of this contract with the exception of the last sentence of Section 5.1.1 concerning financial constraints. It shall also be the responsibility of Contractor to alert the Office of Capitol Facilities promptly of any required major reports.
5. In order to maintain the recommended heights as defined in Section 5.1.1 Lawn Cultural Practices and referenced in Table 5-1 in Appendix E, Contractor shall perform mowing during growing period on a regular basis not more frequently than every seven (7) days nor less frequently than every ten (10) days. For the purpose of this contract, growing season shall be considered the period between the first week of March and the first week of November. Mowing is required during non-growing periods, however; frequency during non-growing periods may be reduced to that required to provide a consistent appearance.
6. Removal of leaves, twigs, branches and other landscape debris shall be included. All such debris shall be blown or otherwise removed from paved surfaces and parking lots in work area on a regular basis, at least as frequently as mowing occurs. All debris shall be removed from planting beds and adjacent buildings. Leaves and twigs at lawns may be mulched at time of mowing and remain on site provided quantity/build up is not excessive. Larger sticks and branches shall be bagged and/or otherwise removed from site.

3.3 GM&O Depot / Naval Reserve Record Center Grounds

This area shall include maintenance of all grounds to edge of curb of adjacent City of Jackson streets, including landscaped and hardscaped areas as well as associated parking areas and drives on property operated and maintained by DFA, Office of Capitol Facilities in Jackson, Mississippi that lies between the Old Capitol Green area to the west and Jefferson Street to the east. This area includes the parking lot and grounds south of the Mississippi Department of Agriculture and Commerce (MDAC), but not the MDAC Office Building, the MDAC parking lots to the east and west of MDAC Office Building or the drive connecting these two lots. All work shall be similar to that defined and scheduled in Sections 3, 4, and 5 including Appendix A and B of the *Old Capitol Green Landscape Management Plan* (Appendix E) with the following modifications:

1. Weed Removal, utilizing physical removal and/or post-emergent herbicides as required, at all sidewalks, hardscape and paved areas shall be included.
2. Blowing off promptly of grass clippings and any other debris generated by lawn or landscape maintenance activities shall be included.
3. Contractor shall obtain soil testing of grounds to verify recommended fertilization types and amounts required prior to first application per schedule.
4. Lawn Irrigation work as defined in 5.1.1 is excluded.
5. In order to maintain the recommended heights as defined in Section 5.1.1 Lawn Cultural Practices and referenced in Table 5-1 in Appendix E, Contractor shall perform mowing during growing period on a regular basis not more frequently than every seven (7) days nor less frequently than every ten (10) days. For the purpose of this contract, growing season shall be considered the period between the first week of March and the first week of November. Mowing is required during non-growing periods, however; frequency during non-growing periods may be reduced to that required to provide a consistent appearance.
6. Removal of leaves, twigs, branches and other landscape debris shall be included. All such debris shall be blown or otherwise removed from paved surfaces and parking lots in work area on a regular basis, at least as frequently as mowing occurs. All debris shall be removed from planting beds and adjacent buildings. Leaves and twigs at lawns may be mulched at time of mowing and remain on site provided quantity/build up is not excessive. Larger sticks and branches shall be bagged and/or otherwise removed from site.

3.4 Central High School Grounds

This area shall include maintenance of all grounds to edge of curb of adjacent City of Jackson streets, including landscaped and hardscaped areas as well as associated parking areas and drives on property operated and maintained by DFA, Office of Capitol Facilities in Jackson, Mississippi that is bound by North Lamar Street to the west, East Griffith Street to the north, North West Street to the east, and by private property to the south. All work shall be similar to that defined and scheduled in Sections 3, 4, and 5 including Appendix A and B of the *Old Capitol Green Landscape Management Plan* (Appendix E) with the following modifications:

1. Weed Removal, utilizing physical removal and/or post-emergent herbicides as required, at all

sidewalks, hardscape and paved areas shall be included.

2. Blowing off promptly of grass clippings and any other debris generated by lawn or landscape maintenance activities shall be included.
3. Contractor shall obtain soil testing of grounds to verify recommended fertilization types and amounts required prior to first application per schedule.
4. Lawn Irrigation work as defined in 5.1.1 is therefore excluded.
5. In order to maintain the recommended heights as defined in Section 5.1.1 Lawn Cultural Practices and referenced in Table 5-1 in Appendix E, Contractor shall perform mowing during growing period on a regular basis not more frequently than every seven (7) days nor less frequently than every ten (10) days. For the purpose of this contract, growing season shall be considered the period between the first week of March and the first week of November. Mowing is required during non-growing periods, however; frequency during non-growing periods may be reduced to that required to provide a consistent appearance.
6. Removal of leaves, twigs, branches and other landscape debris shall be included. All such debris shall be blown or otherwise removed from paved surfaces and parking lots in work area on a regular basis, at least as frequently as mowing occurs. All debris shall be removed from planting beds and adjacent buildings. Leaves and twigs at lawns may be mulched at time of mowing and remain on site provided quantity/build up is not excessive. Larger sticks and branches shall be bagged and/or otherwise removed from site.

3.5 Joseph Properties

This area shall include maintenance of all grounds to edge of curb of adjacent City of Jackson streets, including landscaped and hardscaped areas as well as associated parking areas and drives on property operated and maintained by DFA, Office of Capitol Facilities in Jackson, Mississippi that lies at 620 North Street, Jackson, Mississippi; 660 North Street, Jackson, Mississippi; and 700 North State Street, Jackson, Mississippi. All work shall be similar to that defined and scheduled in Sections 3, 4, and 5 including Appendix A and B of the *Old Capitol Green Landscape Management Plan* (Appendix E) with the following modifications:

1. Weed Removal, utilizing physical removal and/or post-emergent herbicides as required, at all sidewalks, hardscape and paved areas shall be included.
2. Blowing off promptly of grass clippings and any other debris generated by lawn or landscape maintenance activities shall be included.
3. Contractor shall obtain soil testing of grounds to verify recommended fertilization types and amounts required prior to first application per schedule.
4. In order to maintain the recommended heights as defined in Section 5.1.1 Lawn Cultural Practices and referenced in Table 5-1 in Appendix E, Contractor shall perform mowing during growing period on a regular basis not more frequently than every seven (7) days nor less frequently than every ten (10) days. For the purpose of this contract, growing season shall be considered the period between the first week of March and the first week of November. Mowing is required during non-growing periods, however; frequency during non-growing periods may be reduced to that required

to provide a consistent appearance.

5. Removal of leaves, twigs, branches and other landscape debris shall be included. All such debris shall be blown or otherwise removed from paved surfaces and parking lots in work area on a regular basis, at least as frequently as mowing occurs. All debris shall be removed from planting beds and adjacent buildings. Leaves and twigs at lawns may be mulched at time of mowing and remain on site provided quantity/build up is not excessive. Larger sticks and branches shall be bagged and/or otherwise removed from site.

3.6 Service Hours

Regular working hours shall be Monday through Friday from 7:00 a.m. through 5:00 p.m. excluding State Holidays. Work may also be restricted at times due to events scheduled for the grounds. The Office of Capitol Facilities will provide advance notice of such events no less than fifteen (15) days in advance of each event.

SECTION 4. PROCUREMENT METHODOLOGY

4.1 Restrictions on Communications with DFA Staff

The contact person for this IFB is Terri Ashley. At no time shall any Bidder or its personnel contact, or attempt to contact, any DFA staff regarding this IFB except Terri Ashley in the Office of Procurement and Contracts. All correspondence should be sent to procurement@dfa.ms.gov.

4.2 Acceptance of Bids

After receipt of the bids, DFA reserves the right to award the contract based on the terms, conditions, and premises of the IFB and the bid of the selected company without negotiation.

All bids properly submitted shall be accepted by DFA. After review DFA may request necessary amendments from all Bidders, reject any or all bids received, or cancel this IFB, according to the best interest of DFA and the State of Mississippi.

DFA also reserves the right to waive minor irregularities in bids providing such action is in the best interest of DFA and the State of Mississippi. A minor irregularity is defined as a variation of the IFB which does not affect the price of the bid, or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of DFA.

Where DFA may waive minor irregularities as determined by DFA, such waiver shall in no way modify the IFB requirements or excuse the Bidder from full compliance with the IFB specifications and other contract requirements should the Bidder be awarded the contract.

DFA reserves the right to exclude any and all non-responsive bids from any consideration for contract award. DFA shall award a firm fixed-price contract to the Bidder whose offer is responsive to the solicitation and is most advantageous to DFA and the State of Mississippi in price, quality, and other factors considered.

4.3 Disposition of Bid

The bid submitted by the successful Bidder shall be incorporated into and become part of the resulting contract. All bids received by DFA shall upon receipt become and remain the property of DFA. DFA shall have the right to use all concepts contained in any bid and this right shall not affect the solicitation or rejection of the bid.

4.4 Modification or Withdrawal of a Bid

Prior to the bid due date, a submitted bid may be withdrawn by submitting a written request for its withdrawal to DFA, signed by the Bidder.

A Bidder may submit an amended bid before the due date for receipt of bids. Such amended bids shall be a complete replacement for a previously submitted bid and shall be clearly identified as such. DFA shall not merge, collate, or assemble bid materials.

Unless requested by DFA, no other amendments, revisions, or alterations to bids shall be accepted after the bid due date.

Any submitted bid shall remain a valid bid for one hundred eighty (180) calendar days from the bid due date.

4.5 Rejection of Bids

A bid response that includes terms and conditions that do not conform to the terms and conditions specified within this IFB document is subject to rejection as non-responsive. Further, submission of a bid form that is not complete and/or signed is subject to rejection as non-responsive. DFA staff reserves the right to permit the Bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by DFA staff of non-responsiveness based on the submission of nonconforming terms and conditions. Any bid which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and will be rejected.

4.6 Alternate Bids

Each Bidder, its subsidiaries, affiliates, or related entities shall be limited to one (1) bid which is responsive to the requirements of this IFB. Failure to submit a responsive bid may result in the rejection of the Bidder's bid. Submission of more than one (1) bid by a Bidder may, at the discretion of DFA, result in the summary rejection of all bids submitted. A Bidder's bids shall not include variable or multiple pricing options.

4.7 Bid Opening

Bids will be publically opened. Information related to the opening will be released to all responding Bidders. The opening will include opening, reading, and listing the bid price on each bid only. No discussions will be entered into with any Bidder as to the quality or provisions of the specifications and no award will be made, either stated or implied, at the bid opening.

4.8 Corrections and Clarifications

The Office of Procurement and Contracts reserves the right to request clarifications or corrections to bids. Any bid received which does not meet any of the requirements of this IFB, including clarification or correction requests, may be considered non-responsive and eliminated from further consideration.

4.9 Bid Evaluation

As part of the bid evaluation, minor informalities, which are matters of form rather than substance evident from the bid document, or insignificant mistakes, may be waived or corrected by the Bidder at the discretion of the Office of Procurement and Contracts in compliance with Section 3-202.12.4.1 of the *OPSCR Rules and Regulations*. After a determination that respondents meet the Minimum Qualifications, the contract will be awarded to the responsive and responsible Bidder whose bid was submitted the lowest bid in the format required.

1. Responsive Bidder

In order to be deemed responsive, Bidder must submit a bid which conforms in all material respects to this IFB as determined by the DFA Office of Procurement and Contracts. The submitted bid must include the **Bid Cover Sheet** (Appendix A), **Bid Form** with supporting documentation (Appendix B) and **References** (Appendix C) along with all required attachments and other documents which conform in all material respects to this IFB, as determined by the DFA Office of Procurement and Contracts.

2. Responsible Bidder

Bidder must have the capability in all respects to fully perform the contract requirements with integrity and reliability which will assure good faith performance, as determined by DFA. Bidder shall also meet the minimum qualifications in order to be deemed responsible. If a Bidder does not meet the minimum qualifications, the bid will be rejected.

4.10 Post-Award Vendor Debriefing

Agencies are encouraged to exchange information with vendors in an effort to build and strengthen business relationships and improve the procurement process between vendors and the State. To further this effort, agencies shall establish vendor debriefing procedure(s) and inform vendors at the time of procurement of the right to request a debriefing and the deadline to file a request. At a minimum, debriefing should occur before expiration of the protest period, within three (3) business days after the vendor request and prior to submission of the contract packet to the PPRB. Agencies shall submit with the contract approval request, documentation signed by their agency head or his or her designee, reporting the number of vendor debriefings requested and conducted. This information may be included as part of the protest correspondence required in Section 7-113 (Protest of Solicitations or Awards).

4.10.1 Debriefing Request

A vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission, to be received by the agency within three (3) business days of notification of the

contract award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor shall notify the agency and identify its attorney. The agency shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

4.10.2 When Debriefing Should Be Conducted

Unless good cause exists for delay, the debriefing should occur within three (3) business days after receipt of the vendor request and may be conducted during a face-to-face meeting, by telephonic or video conference, or by any other method acceptable to the agency. The Chief Procurement Officer or designee should chair the meeting, and where practicable, include other staff with direct knowledge of the procurement.

4.10.3 Information to be Provided

At a minimum, the debriefing information shall include the following:

1. The agency's evaluation of significant weaknesses or deficiencies in the vendor's bid, bid, or qualifications, if applicable;
2. The overall evaluated cost or price, and technical rating, if applicable, of the successful vendor(s) and the debriefed vendor;
3. The overall ranking of all vendors, when any ranking was developed by the agency during the selection process;
4. A summary of the rationale for award; and,
5. Reasonable responses to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed.

4.10.4 Information Not To Be Provided

The debriefing shall not include point-by-point comparisons of the debriefed vendor's bid, bid, or qualification with those of other offering vendors. Any written request by a vendor for nondisclosure of trade secrets and other proprietary data is subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 and §§ 75-26-1 through 75-26-19.

4.10.5 Summary

An official summary of the debriefing shall be included in the contract file.

4.10.6 Pre-Award Vendor Debriefing

Nothing in these regulations requires or prohibits pre-award vendor debriefing.

4.11 Protest of Solicitation or Awards

1. Interested Party means an actual or prospective Bidder or Bidder that may be aggrieved by the solicitation or award of a contract, or by the protest.
2. Protestor means any actual or prospective Bidder or Bidder who is aggrieved in connection with the solicitation or the award of a contract and who files a protest.
3. Special Assistant Attorney General shall mean the individual assigned by the Attorney General to provide legal assistance to the Department of Finance and Administration.

4.11.1 Procedure for Filing Protests

Any actual or prospective Bidder or Bidders who are aggrieved in connection with the solicitation or award of a contract may protest to DFA's Office of Procurement and Contracts with a copy to the Director of OPSCR. The protest shall be submitted in writing within seven (7) calendar days of the award or within seven (7) calendar days of the solicitation posting if the protest is based on the solicitation.

A protest is considered filed when received by the Office of Procurement and Contracts. Protests filed after the seven (7) day period shall not be considered.

The Chief Procurement Officer shall submit a copy of the protest to the OPSCR for review within three (3) business days of receipt of a written protest. OPSCR shall forward a copy of the protest to the Special Assistant Attorney General.

To file a protest directly to the PPRB, the aggrieved party shall file a protest with OPSCR within seven (7) calendar days after the aggrieved party knew or should have known of the facts and circumstances upon which the protest is based, but in no event later than within seven (7) calendar days of the solicitation posting or award.

4.11.2 Content of Protest

To expedite handling of protests, the envelope should be labeled "Protest". The written protest shall include as a minimum the following:

1. The name and address of the protestor;
2. Appropriate identification of the procurement and if a contract has been awarded, its number;
3. A statement of reasons for the protest; and,
4. Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

4.11.3 Protest Decision

If the protest is not resolved by mutual agreement, the Agency Head shall promptly issue a decision in writing. The decision shall: (a) state the reasons for the action taken; and (b) inform the protestor of the

right to administrative review. A copy of the decision shall be mailed or otherwise furnished in writing immediately to the protestor and any other interested party.

A decision on a protest shall be made by the Agency Head or PPRB as expeditiously as possible after receiving all relevant, requested information. If a protest is sustained, the available remedies include, but are not limited to, cancellation or revision of the solicitation in accordance with Section 5-204 (REMEDIES PRIOR TO AN AWARD) or cancellation of the contract in accordance with Section 5-205 (REMEDIES AFTER AN AWARD) of the *PPRB OPSCR Rules and Regulations*.

A decision shall be final and conclusive, unless fraudulent, or any person adversely affected by the decision appeals administratively to the PPRB.

The Agency Head shall refuse to decide any protest when a matter involved is the subject of a proceeding before the PPRB or has been decided on the merits by the Board. If an action concerning the protest has commenced in court, the Agency Head or PPRB shall not act on the protest. This section shall not apply where the Board or a court requests, expects, or otherwise expresses interest in the decision of the Agency Head or PPRB.

On any direct protest, the PPRB shall decide whether the solicitation or award was in accordance with the Constitution, statutes, rules and regulations, and the terms and conditions of the solicitation. The proceeding shall be de novo. Any prior determinations by administrative officials shall not be final or conclusive. A determination of an issue of fact by the PPRB shall be final and conclusive unless arbitrary, capricious, fraudulent, or clearly erroneous.

4.11.4 Stay of Solicitation or Award

In the event of a timely protest, the agency shall not proceed further with the solicitation or with the award of the contract until the PPRB approves the determination that continuation of the solicitation or award of the contract without delay is necessary to protect substantial interests of the State.

4.11.5 Right to Appeal

Any person adversely affected by the protest decision of an Agency Head may appeal administratively to the PPRB.

For an appeal under this section, the aggrieved person shall file an appeal within seven (7) calendar days of receipt of a Protest Decision.

4.11.6 Protest Bond

Protests shall be accompanied by a bond for two hundred and fifty thousand dollars and zero cents (\$250,000.00) or the price of the contract whichever is lower. The protest bond shall be maintained through final resolution, whether at the agency level, through the PPRB, or through a court of competent jurisdiction.

DFA shall return a protest bond if (1) the protesting Bidder withdraws its protest or (2) the bond is ordered to be returned by a court of competent jurisdiction. In the event DFA finds that a Bidder's protest has no merit, DFA shall at its own discretion retain all or a percentage of the submitted bond.

SECTION 5. BID COVER SHEET

All requested information shall be completed on Appendix A, **Bid Cover Sheet**. Failure to complete and/or sign the bid cover sheet may result in the Bidder being determined nonresponsive.

SECTION 6. BID FORM

All pricing should be submitted on Appendix B, **Bid Form**. Pricing will only be accepted on the bid form. Failure to complete and/or sign the bid form may result in the Bidder being determined nonresponsive.

SECTION 7. REFERENCES

Each Bidder must furnish at least three (3) trade references who are familiar with the Bidder's abilities related to the services being procured with this IFB. These references will be used to determine the Bidder's ability to perform the services. Bidders should verify before submitting their bid that the contact person and phone number are correct for each reference. DFA staff must be able to reach two (2) references for a Bidder within two (2) business days of bid opening to be considered responsive. The reference information should be submitted on Appendix C, **References**.

Appendix A - Bid Cover Sheet

The Office of Procurement and Contracts is currently accepting bids for Lawn and Landscaping Services. Bids are to be submitted as directed in Section 1.2, ***Bid Submission Requirements***, of this IFB, on or before December 1, 2020 by 2:00 PM CST.

Name of Company	
Company Representative	
Company Representative Title	
Mailing Address	
Mailing City, State, Zip	
Telephone:	
E-Mail Address:	

Please identify the Office/Branch which will provide services for the Department of Finance and Administration if different from above:

Office Contact Person	
Office Contact Person Telephone Number	
Office Contact Person Email Address	
Physical Address	
City, State, Zip	
Mailing Address	
City, State, Zip	

Are you currently registered as a Supplier in MAGIC? ____ YES ____ NO

If known, what is your supplier number? _____

Are you currently registered with PayMode? ____ YES ____ NO

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

- What year was your company established? _____
- How many years and/or months has your company been in the business of performing the services procured by this IFB? _____
- Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms.

- How many accounts of comparable type and/or size of operation has your company provided these services for in the past two (2) years?

- Has your company ever been involved in a lawsuit involving any area covered by the IFB? If yes, provide details including dates and outcomes.

- Bidder represents that it has all required licenses and will maintain such throughout the contract term. Such licenses include, but are not necessarily limited to the following: (Please include a copy of license(s) or permit(s) with bid submission.)

Type of License	Name of Licensee	Company	Certificate Expiration
Horticultural Pest Control Licensee			
Horticultural Weed Control			
Landscape Horticulturalist			
Tree Surgery			

Signature: _____ Date: _____

Appendix B - Bid Form

Company Name: _____

BID					
Bid shall include the provision of services at the Museum District (grounds adjacent to the Mississippi Museums, the William Winter Building, the Winter Central Mechanical Plant), the Old Capitol Green area (War Memorial Building, the Old Capitol, and the Charlotte Capers Office Building), the GM&O Depot/Naval Reserve Record Center (including the Jefferson Street Parking Lot); the Central High School Grounds, and, the Joseph Properties on a scheduled basis.					
	Year 1	Year 2	Year 3	Year 4	Year 5*
Annual Cost	\$	\$	\$	\$	\$

**Optional renewal year*

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

1. That the Bidder has thoroughly read and understands the IFB, Appendices and Attachments thereto;
2. That the Bidder meets all requirements and acknowledges all certifications contained in the IFB, Appendices and Attachments thereto;
3. That the Bidder agrees to all provisions of the IFB, Appendices and Attachments thereto including, but not limited to, the Draft Contract (Appendix F);
4. That the Bidder has read the attached Draft Contract (Appendix F) and agrees to sign a similar contract;
5. That the Bidder has read the required clauses indicated by the blue, italic font in the attached Draft Contract (Appendix F) and agrees to sign a contract containing those clauses without modification;
6. That the Bidder will perform the services required at the prices quoted above;
7. That the Bidder has submitted copies of the required licenses as referenced on Appendix A, Bid Cover sheet;
8. That the Bidder has submitted copies of the required insurance certificates to meet the Minimum Qualifications as stated in Section 2, Minimum Qualifications and should Bidder be awarded the contract, will add the State of Mississippi as an additional insured;
9. That the pricing submitted will remain firm for the contract term; and,
10. That the company is licensed or authorized to provide the proposed services in the State of Mississippi.
11. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.

12. *NON-DEBARMENT* - By submitting a bid, the Bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government.
13. *INDEPENDENT PRICE DETERMINATION* - The Bidder 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 Bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the bid offered.
14. *PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES* - The prospective contractor represents as a part of such Contractor's bid or proposal that such Contractor has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
15. *REPRESENTATION REGARDING CONTINGENT FEES* - The Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Contractor's bid or proposal.
16. *REPRESENTATION REGARDING GRATUITIES* - The Bidder, offeror, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Office of Personal Service Contract Review Rules and Regulations as updated and replaced by PPRB.
17. By submitting a bid, the Bidder certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by the DFA Office of Procurement and Contracts that it has been awarded a contract.
18. The State of Mississippi utilizes the Mississippi Accountability System for Government Information and Collaboration (MAGIC) system to manage contracts. Additionally, electronic payments are issued through an electronic portal called PayMode. In order to do business with the State of Mississippi, all Suppliers must be registered with both systems. By submitting a bid, the Bidder certifies that it is registered with both systems or if not already registered, that it will do so within seven (7) business days of being notified by the DFA Office of Procurement and Contracts that it has been awarded a contract.

Signature: _____

Date: _____

Appendix C - References

Company Name: _____

<i>Client Name</i>	
<i>Contact Name and Title</i>	
<i>Contact Telephone Number</i>	
<i>Email Address</i>	
<i>Services Provided/Acreage</i>	
<i>Dates of Service</i>	
<i>Client Name</i>	
<i>Contact Name and Title</i>	
<i>Contact Telephone Number</i>	
<i>Email Address</i>	
<i>Services Provided/Acreage</i>	
<i>Dates of Service</i>	
<i>Client Name</i>	
<i>Contact Name and Title</i>	
<i>Contact Telephone Number</i>	
<i>Email Address</i>	
<i>Services Provided/Acreage</i>	
<i>Dates of Service</i>	

Additional references can be provided on a separate page.

Appendix D – Museum District Landscape Management Plan

William F. Winter Building and Two Mississippi Museums Landscape Management Plan

Appendix E – Old Capitol Green Landscape Management Plan

Old Capitol Green Landscape Management Plan

Appendix F – Draft Contract

Draft Lawn and Landscaping Services Contract