Invitation for Bid

Bid # 3160000815

Janitorial Services for Gulf Port, MS location of the MS Department of Public Safety

Purpose: The purpose of this invitation for bid is to establish an agency purchasing contract for janitorial services for Gulf Port, MS location of the MS Department of Public Safety (MDPS) that include the following branches: MS Highway Patrol(MHP), MS Forensic Laboratory(MSFL), MS Bureau of Investigation(MBI) and MS Bureau of Narcotics(MBN).

Term & Renewal of Contract: The term of the contract shall be for a period of twelve (12) months. Upon mutual agreement by both parties, the successful bidder shall have an option to renew up to four (4) additional twelve (12) months. The effective date is expected to be April 1, 2016.

Bid Opening: Bid(s) will be opened publicly, Thursday, February 18, 2016, at 10:00 a.m. Local Time, in the Procurement Department, 4th Floor, Room 402, 1900 East Woodrow Wilson Avenue, Jackson, MS 39216.

Instructions to bidders: All vendors must be registered with the State of Mississippi. If not registered, please go to http://www.mmrs.state.ms.us/vendors/index.shtml to register your company and receive a supplier number. Once on the website, click on "Supplier (Vendor) Self-Service". Then click on "State of Mississippi Supplier Registration". If you need instructions on how to register, click on the supplier training tab.
Suppliers who have completed the registration process and have received a User ID and Password must attach a W-9 to their supplier account in the Mississippi's Accountability System for Government Information and Collaboration (MAGIC). Supplier may also submit a valid W-9 to the following:

MS Department of Finance and Administration
P.O. Box 1060
Jackson, MS 39215-1060

Or

MS Department of Finance and Administration
501 North West Street, Suite 701-B
Jackson, MS 39215-1060
Phone: 601-359-3538
Fax: 601-359-5525
Email: ofmmagic@dfa.ms.gov

Bids must be submitted and received on or before, February 18, 2016, 10:00 a.m., Local Time. Regardless of the reason, bid(s) received after this date and time will not be accepted. One original copy of bid must be submitted in an envelope or package clearly marked with the information listed below to the address listed below:

MS Department of Public Safety
Procurement Department
4th Floor, Room 402
Bid # 3160000815 Janitorial Services for Gulf Port, MS location of the MS Department of Public Safety
1900 East Woodrow Wilson Avenue
Jackson, MS 39216

Vendors are encouraged but not required to submit one electronic copy through the Mississippi's Accountability System for Government Information and Collaboration at https://portal.magic.ms.gov/irj/portal which must include all information requested in this invitation for bid. No costs or expenses associated with providing this information in the required format shall be charged to the MS Department of Public Safety. All required documents must be submitted. It is the responsibility of the vendor to verify that all of the requirements for submitting the bid have been fulfilled. Bids not received in compliance with this requirement will be rejected. Facsimile or e-mail bids will not be accepted.

Online learning instructions on how to submit your bid electronically, can be obtained by logging onto the Mississippi Management and Reporting System website at www.mmrs.state.ms.us/vendors/index.shtml, next, click on "Supplier Training" and last, select the LOG820 Supplier Self-Service Course link and then "Launch Course."

If you have any questions regarding this invitation for bid, please contact Betsy Toles by phone at (601) 987-1467 or Sonya Toaster at (601) 987-1305. You may email Betsy Toles at btoles@dps.ms.gov or Sonya Toaster at stoaster@dps.ms.gov. The MDPS reserves the right to reject any and/or all bids and to waive all informalities

Bidder Responsibility: The bidder must, upon request of MDPS, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of the specifications. MDPS reserves the right to make the final determination as to the bidder's ability.

Invitation to Bid: All information requested on the Invitation for Bid Form must be completed.

Firm Bid Price: Prices quoted shall be firm for the terms of the contract.

Information: Confidential information shall mean all materials, documents, and data furnished to the successful bidder. The successful bidder shall provide to the MS Department of Public Safety a letter that the successful bidder agrees to protect all confidential information. Any liability resulting from the wrongful disclosure of confidential information on the part of the successful bidder shall rest with the successful bidder.

Award Criteria: Factors to be considered, in determining the lowest and best bid, include conformity with specifications and responsibility of the bidder.

Award: The award will be made to the lowest and best bid. The lowest bid will be determined by the total of the price per square foot lowest listed on the bid form. Since bid is being awarded to lowest and best bid, Bidder must bid on all items. Failure to bid on all items will cause for rejection of bid.

Notice of Award: Upon completion of the bid evaluation process, the MS Department of Public Safety will mail letters to the vendor or vendors who have submitted the apparent low bid(s) meeting specifications.

Bid Specifications

(The contractor will supply all equipment, cleaning chemicals, and labor necessary to perform the tasks as specified.)

These duties will be performed each day/night each building is cleaned:

Empty all trash and reline trash can with new liner

Sweep and mop all hard surface floors

Vacuum all carpet areas

Clean, disinfect and deodorize restrooms

Refill all toilet paper, paper towel and soap dispensers

Clean and disinfect break rooms/kitchen areas

Dust (one time per week)

Spot Clean Carpet

Clean entrance door glass

Clean all interior glass

Wipe all horizontal surfaces (cabinet tops, empty desks, etc.)

Polish stainless steel as needed

Wipe down the outside of garbage cans as needed

MDPS will supply:

1. Paper products (toilet paper, paper towels, etc.)
2. Trash Liners
3. Hand Soaps

The following is the cleaning schedule for each branch:

MS Highway Patrol (MHP)	(5 cleanings per week)
MS Forensic Laboratory (MFL)	(2 cleanings per week)
MS Bureau of Narcotic (MBN)	(2 cleanings per week)
MS Bureau of Investigation (MBI)	(2 cleanings per week)

Bidder Qualification to be Deemed Responsible

Bidder must have been in business and providing janitorial workers similar in requirements and scale to those described in this Invitation for Bid for a minimum of three (3) years.

Bidder must maintain a pool of qualified workers to fill the requests from MDPS.

The bidder must provide 3 references that the vendor has contracts with providing the same scope of services.

Registration with Mississippi Secretary of State

By submitting a bid, the bidder certifies that it is registered to do business with 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 PSCRB that it has been placed on the preapproved list.

Insurance

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

- **Proof of insurance** must be submitted with bid form.
- **Comprehensive General Liability or Professional General Liability** - $1,000,000 each occurrence for bodily injury, personal injury, accidental death, and property damage, with the State of Mississippi added as an additional insured;
- **Workers' Compensation** as required by the State of Mississippi; and
- **Employee Dishonesty Insurance or Fidelity Bond Insurance** with third party liability coverage and with limits of $1,000,000.

All insurance policies will list the MDPS as an additional insured and upon request, the vendor will provide copies of any insurance documentation to the Contracting Agency.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

The MDPS may reserve the right to request from carriers, certificates of insurance regarding the required coverage.

Bid Opening
February 18, 2016
10:00 a.m.

VENDORS ARE REQUIRED TO USE THIS BID FORM

(Vendors must mail one original copy to MDPS and are encouraged but not required to submit one electronic copy via MAGIC.)

Janitorial Services – (MDPS) Gulf Port, MS Location	**Monthly Price**
MS Highway Patrol	$ _____
MS Forensic Laboratory	$ _____
MS Bureau of Investigation	$ _____
MS Bureau of Narcotics	$ _____
Sub Total	$ _____
MHP (Additional Costs) ***(service requested as needed)***	**Price/Sq. Ft.**
Stripping and waxing VCT floors	$ _____
Steam Clean Carpets	$ _____
Sub Total	$ _____
MFL (Additional Costs) ***(service requested as needed)***	**Price/Sq. Ft.**
Stripping and waxing VCT floors	$ _____
Steam Clean Carpets	$ _____
Sub Total	$ _____
MBI (Additional Costs) ***(service requested as needed)***	**Price/Sq. Ft.**
Stripping and waxing VCT floors	$ _____
Steam Clean Carpets	$ _____
Sub Total	$ _____
MBN (Additional Costs) ***(service requested as needed)***	**Price/Sq. Ft.**
Stripping and waxing VCT floors	$ _____
Steam Clean Carpets	$ _____
Sub Total	$ _____
TOTAL	**$** _____

Contact person for the viewing of the facility
Paul Pickett:
Phone: 601-325-1575
E-Mail: ppickett@dps.ms.gov
(Office Hours: Mon-Fri. 8:00 a.m. – 5:00 p.m.)

Bid Opening
February 18, 2016
10:00 a.m.

VENDORS ARE REQUIRED TO USE THIS BID FORM
(Vendors must mail one original copy to MDPS and are encouraged but not required to submit one electronic copy via MAGIC.)

VENDOR INFORMATION (Please Complete All Sections Below)

Company Name: _____

Company Address: _____

Telephone Number: _____ **Fax Number:** _____

Email: _____

Company Representative Name (Print): _____

Company Representative Signature: _____

Date: _____

REFERENCE REQUIREMENTS

(Bidder must supply at least three (3) references and locations of types of services within the last three years.)

Reference # 1
Company Name: _____

Company Address: _____

Telephone Number: _____

Company Contact Representative Name: _____

Reference # 2
Company Name: _____

Company Address: _____

Telephone Number: _____

Company Contact Representative Name: _____

Reference # 3
Company Name: _____

Company Address: _____

Telephone Number: _____

Company Contact Representative Name: _____

GENERAL TERMS AND CONDITIONS

1. PREPARATION OF BIDS

1.1 Failure to examine any samples, drawings, specifications, and instructions will be at bidder's risk.

1.2 Price each item separately. Unit prices shall be shown. Bid prices must be net.

1.3 All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent, and must be initialed in ink by person signing bid.

1.4 Brand Names: Any reference to brand names and numbers in the Invitation for Bids is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the referenced brands. Unless the bidder specifies otherwise in his bid, it is understood that the bidder is offering a referenced brand item as specified in the Invitation for Bids. The MS Department of Public Safety reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name referenced, and the MS Department of Public Safety may require a bidder offering a substitute to supply additional descriptive material and a sample. When merchandise received from a successful bidder is not considered to be an equal by the requisitioned, it will be returned to the vendor, at the vendor's expense.

1.5 Specification: It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the contractor.

1.6 Information and Descriptive Literature: Bidders must furnish all information requested in the spaces provided on the bid form. Further, as may be applicable, each bidder must submit for bid evaluation cuts, sketches, and descriptive literature and technical specifications covering the product offered. Reference to literature submitted with a previous bid or on file with the buyer will not satisfy this provision.

1.7 Samples: Samples of items, when requested, must be furnished free of expense, and if not destroyed in testing will, upon request, be returned at the bidder's expense. Request for the return of samples must be made within ten (10) days following opening bids. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, State of Mississippi commodity number, bid number and item reference.

1.8 Time of performance: The number of calendar days in which delivery will be made after receipt of order shall be stated in the bid.

2. FAILURE TO BID

2.1 Failure to submit a response to four consecutive bid invitations on any item within a class may cause the MS Department of Public Safety to discontinue sending bid invitations to your company for that particular class/item.

3. SUBMISSION OF BIDS

3.1 Bids must be signed and sealed with bidder's name and address on outside of the enclosed envelope, and the time and date of the bid opening and the bid file number shown in the lower-left corner of the envelope.

3.2 Bids and modifications or corrections thereof received after the closing time specified will not be considered.

3.3 Only bids submitted on bid forms furnished by the MS Department of Public Safety or copies thereof will be considered. The name of person executing bid must be in longhand.

4. ACCEPTANCE OF BIDS

4.1 The MS Department of Public Safety reserves the right to reject any and all bids, to waive any informality in bids. If a bidder fails to state the time within which a bid must be accepted, it is understood and agreed that the MS Department of Public Safety shall have 60 days to accept.

4.2 Only sealed bids will be accepted. Facsimile or electronic mail bids will not be accepted.

5. ERROR IN BID

5.1 In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered or amended after the specified time for opening bids.

6. DISCOUNT PERIOD

6.1 Time in connection with discount offered will be computed from date of delivery at destination, or from the date correct invoices are received, if the latter date is later than the date of delivery. Cash discounts will not be considered in the award process.

7. AWARD

7.1 Purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the Invitation. Where more than one item is specified in the Invitation, the MS Department of Public Safety reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its Invitation for Bids, or as expressly provided in the MS Department of Public Safety's Invitation for Bids.

7.2 Unless the bidder specified otherwise in the bid, the MS Department of Public Safety may accept any item or group of items of any kind. The MS Department of Public Safety reserves the right to modify or cancel in whole or in part it's Invitation for Bids.

7.3 A written purchase order mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a purchase agreement without further action by either party. The purchase agreement shall not be assignable by the vendor in whole or in part without the written consent of the MS Department of Public Safety.

8. INSPECTION

8.1 Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. During manufacture, the right is reserved to reject articles which contain defective material and workmanship. Rejected material shall be removed by and at the expense of the contractor promptly after notification or rejection. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the State of Mississippi or any subdivision thereof for such materials or supplies as are not in accordance with the specification. In the event necessity requires the use of materials or supplies not conforming to the specification, payment therefore may be made at a proper reduction in price.

9. TAXES

9.1 The MS Department of Public Safety is exempt from Federal excise taxes and state and local sales or use taxes and bidders must quote prices which do not include such taxes. Exemption certificates will be furnished upon request. Contractors making improvements to, additions to or repair work on real property

on behalf of the MS Department of Public Safety are liable for any applicable sales or use tax on purchase of tangible personal property for use in connection with the contracts. Contractors are likewise liable for any applicable use tax on tangible personal property furnished to them by the MS Department of Public Safety for use in connection with their contracts.

10. GIFTS, REBATE, GRATUITIES

10.1 Acceptance of gifts from contractors prohibited. No officer or employee of the MS Department of Public Safety, nor any head of any state department, institution or agency, nor any employee of any state department, institution or agency charged with responsibility of initiating requisitions, shall accept or receive, directly or indirectly, from any person, firm or corporation to whom any purchase agreement for the purchase of materials, supplies, or equipment for the State of Mississippi may be awarded, by rebate, gifts, or otherwise, any money or anything of value whatsoever, or any promise, obligation for future rewards or compensation.

10.2 Bidding by state employees prohibited. It is hereby declared unlawful for any state official or employee to bid on, or sell, or offer for sale, any merchandise equipment or material, or similar commodity to the State of Mississippi during the tenure of his office or employment, or for the period prescribed by law thereafter, or to have any interest in the selling of the same to the State.

11. BID INFORMATION

11.1 Bid files may be examined during normal working hours by bid participants. Those not participating will be prohibited from obtaining any information relative to the bid until the official award has been made.

12. DEFINITIONS

12.1 The use of the word agency in any Bid Invitation solicitation or specification shall be intended to mean state agencies only. The words governing authority when used in any of the above documents shall be intended as meaning county or local entities.

13. GENERAL CONDITIONS REFERENCE

13.1 This bid shall be made and the contract shall be entered into in accordance with the General Conditions as hereinafter amended and modified. Should a conflict exist between the General Conditions and the Instructions and Special Conditions,

the Instructions and special Conditions shall take precedence.

14. COMPETITION

14.1 There is no Federal or State Laws that prohibit bidders from submitting a bid lower than a price or bid given to the U.S. Government. Bidders may bid lower than U.S. Government contract price without any liability as the State is exempt from the provisions of the Robinson-Patman Act and other related laws. In addition, the U.S. Government has no provisions in any of its purchasing arrangements with bidders whereby a lower price to the State must automatically be given to the U.S. Government.

15. WAIVER

15.1 The MS Department of Public Safety reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the State, so long as such waiver is not given so as to deliberately favor any single vendor and would have the same effect on all vendors.

16. CANCELLATION

16.1 The Procurement Officer of the MS Department of Public Safety may, when the interests of the State so require, terminate this agreement in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the agreement terminated and when termination becomes effective.

Any item award may be canceled for cause by either party with the giving of 30 days written notice of intent to cancel. Cause for the State to cancel shall include, but is not limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the purchase agreement; or failure to perform to the terms of the purchase agreement. The Contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the Contractor within a period of 30 days following the date of expiration or cancellation. Cancellation by the State does not relieve the Contractor of any liability arising out of a default or nonperformance.

If an award is canceled due to a request for increase in prices or failure to perform, that vendor shall be removed from the Qualified Bidders List for a period of 24 months. At the end of 24 months, it shall be the bidder's responsibility to notify the MS Department of Public Safety in writing requesting to be placed back on

the bidder's list. Cause for the vendor to cancel shall include, but is not limited to the item(s) being discontinued and unavailable from the manufacturer.

17. SUBSTITUTIONS REGARDING PURCHASE AGREEMENT

17.1 If adequate documentation is provided that supports the claim that the item(s) are not available, then items which meet the minimum specifications may be substituted if approved by the MS Department of Public Safety and are deemed to be in the best interest of the State.

18. ADDENDA

18.1 Addenda modifying plans and/or specifications may be issued if time permits. No addendum will be issued within a period of three (3) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the (3) three-day period prior to the bid opening, the bid date will be reset to a date not less than (5) five working days after the date of the addendum, giving bidders ample time to answer the addendum. When replying to a bid request on which an addendum has been issued, and the specifications require acknowledgement, the bid shall indicate that provisions of the addendum have been noted and that the bid is being offered in compliance therewith. Failure to make this statement may result in the bid being rejected as not being in accordance with the revised specifications or plans.

19. ALTERNATE BIDS

19.1 Alternate bids unless specifically requested will not be considered. An alternate is considered to be a bid that does not comply with the minimum provisions of the specification. A firm or vendor found to repeatedly offer alternates in an attempt to obtain a bid award on the basis of pricing only will be removed from the Qualified Bidders List for a period of not less than 24 months.

20. SPECIFICATION CLARIFICATION

20.1 It shall be incumbent upon all bidders to understand the provisions of the specification and to obtain clarification prior to the time and date set for the bid opening. Such clarification may be answered only in response to a written request.

21. BID PROCEEDINGS

21.1 Bid openings will be conducted open to the public. However, they will serve only to open, read and tabulate the bid price on each bid. No discussion will be entered into with any vendor as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening. All bidders are invited and encouraged to attend the bid opening to review the submitted bids. After the close of the bid opening, the bids will be considered to be in the evaluation process and will not be available for review by bidders.

22. FIRM BID PRICE

22.1 Prices quoted shall be firm except that the State shall receive the benefit of any price decrease in excess of five (5) percent. The contractor must provide written price reduction information within ten (10) days of its effective date.

23. ASSIGNMENT

23.1 The Contractor shall not assign or subcontract in whole or in part, its right or obligations under this agreement without prior written consent of the MS Department of Public Safety.

24. SUSPENSION AND DEBARMENT

24.1 By responding to the Invitation to Bid , the bidder is certifying that neither the bidder nor any potential subcontractors are debarred or suspended or are otherwise excluded from or ineligible for participation in any federal, state or local government bidding and/or purchase agreements.

25. FORCE MAJEURE

25.1 If the MS Department of Public Safety is closed for any reason, including but not limited to: acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"), which closure prevents the opening of bids/proposals at the advertised date and time, all bids/proposals received shall be publicly opened and read aloud on the next business day that the MS Department of Public Safety shall be open and at the previously advertised time. The new date and time of the bid opening, as determined in accordance with this paragraph, shall not be advertised, and all Vendors/Contractors, upon submission of a bid/proposal, shall be deemed to have knowledge of and shall

have agreed to the provisions of this paragraph. Bids/proposals shall be received by the MS Department of Public Safety until the new date and time of the bid opening as set forth herein. **The MS Department of Public Safety shall not be held responsible for the receipt of any bids/proposals for which the delivery was attempted and failed due to the closure of the MS Department of Public Safety as a result of a Force Majeure Event.** Each Vendor/Contractor shall be required to ensure the delivery and receipt of its bid/proposal by the MS Department of Public Safety prior to the new date and time of the bid opening.

26. **PAYMODE**

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency

27. **E-PAYMENT**

Offeror agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated §31-7-301, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice.

28. **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. Contractor shall comply with applicable federal, state, and local laws and regulations.

29. **AVAILIBILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the [State] 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 funds were provided or if funds are not otherwise available to the [State], the [State] shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the [State] of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

30. **PROCUREMENT REGULATIONS**

The contract shall be governed by the applicable provisions of the Mississippi Personal Service Contract Review Board Rules and Regulations, a copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at http://www.mspb.ms.gov.

31. **COMPLIANCE WITH LAWS**

Contractor understands that the [State] is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor PSCRB Rules and Regulations Manual Page 146 Effective Date 10/15/2015 agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

31. **STOP WORK ORDER**

(1) **Order to Stop Work**: The procurement officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor,

unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the procurement officer shall either:

(a) cancel the stop work order; or,

(b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) **Cancellation or Expiration of the Order**: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

(a) the stop work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and,

(b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) **Termination of Stopped Work**: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) **Adjustments of Price**: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract. PSCRB Rules and Regulations Manual Page 147 Effective Date 10/15/2015

32. REPRESENTATION REGARDING CONTINGENT FEES

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 contingent fee, except as disclosed in Contractor's bid or proposal.

33. 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 Personal Service Contract Review Board Rules and Regulations.

34. ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the [agency] by the time and at the place specified for receipt of bids.

35. CERTIFICATION OF 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 prices bid. Note: The following clause shall be completed and conspicuously placed within the response bid or proposal.

36. 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.

37. **E-VERIFICATION**

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 et seq. (1972, as amended). 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. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

(1) termination of this contract for services 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;

(2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

(3) both. In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

38. **TRANSPARENCY**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. §§ 25- 61-1 et seq., (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 et seq. (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at http://www.transparency.mississippi.gov.

Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

39. DEBRIEFING REQUEST

A bidder, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the Commissioner of Public Safety and a copy submitted to the Procurement Division of the MS Department of Public Safety within three business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within five business days of receipt of the request. If a bidder prefers to have legal representation present, the bidder must notify the Commissioner of Public Safety in writing and identify its attorney by name, address, and telephone number. The MS Department of Public Safety will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General or a Representative of the MS Department of Public Safety's Legal Division can be present.

Unless good cause exists for delay, the debriefing should occur within five (5) 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 MS Department of Public Safety.

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-112 through 7-112.07, Post-Award Vendor Debriefing, of the *Mississippi Personal Service Contract Review Board's Rules and Regulations.*

ALL BIDS SUBMITTED SHALL BE IN COMPLIANCE WITH ALL CONDITIONS SET FORTH HEREIN. THE BID PROCEDURES FOLLOWED BY THIS DEPARTMENT WILL BE IN ACCORDANCE WITH THESE CONDITIONS. THEREFORE ALL VENDORS ARE URGED TO READ AND UNDERSTAND THESE CONDITIONS PRIOR TO SUBMITTING A BID.

THE MS DEPARTMENT OF PUBLIC SAFETY ALSO RESERVES THE RIGHT TO REJECT ANY/ALL BIDS AND TO WAIVE ANY/ALL INFORMALITIES.