State Fire Academy
1 Fire Academy USA
Jackson MS 39208-9600
Phone: 601-932-2444
Fax: 601-932-2819

INVITATION FOR BIDS
RFX3160001011

The State Fire Academy will accept sealed bids until **2:00 P.M. on Thursday, May 26, 2016**, and opened immediately thereafter, for Unarmed Security Guard Services. The State Fire Academy reserves the right reject any and/or all bids, to waive any informalities, and to call for new bids if necessary.

Bids must be submitted on the Bid Cover Sheet (Attachment A), and Bid Form, signed and delivered in a sealed envelope addressed as follows:
State Fire Academy
Attn: Beverly Massey
#1 Fire Academy USA
Jackson, MS 39208-9600

Indicate in the lower left-hand corner of the sealed envelope:
Bid#: RFX3160001011
Bid Opening: 2:00 P.M. Wednesday, May 26, 2016

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GENERAL CONDITIONS

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

1. PREPARATION OF BIDS

1.1 Bids shall be sealed to the State Fire Academy, #1 Fire Academy U.S.A., Jackson, MS 39208.

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

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

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

1.5 Information and Descriptive Literature. Bidders must furnish all information requested in the bid specifications. Further, when required, each bidder must submit for bid evaluation cuts, sketches, descriptive literature and technical specifications covering the product offered. Reference to literature submitted with a previous bid or on file with the State Fire Academy will not satisfy this provision.

1.6 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.

1.7 Time of performance. The number of calendar days in which delivery will be made after receipt of order shall be indicated in the bid specifications.

2. SUBMISSION OF BIDS

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

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

3. ACCEPTANCE OF BIDS

3.1 The State Fire Academy reserves the right to reject any and all bids, to waive any informality in bids and unless otherwise specified by the bidders, to accept any items on the bid. The State Fire Academy reserves the right to modify or cancel in whole or in part its Invitation for Bids. If a bidder fails to state the time within which a bid must be accepted, it is understood and agreed that the State Fire Academy Management shall have 60 days to accept.

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

4. ERROR IN BID

4.1 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.

5. DISCOUNT PERIOD

5.1 Time in connection with a 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.

6. AWARD

6.1 Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the bid specifications. Where more than one item is specified in the specifications, the State Fire Academy reserves the right to determine the low bidder either on the basis of the individual item(s) or on the basis of all items included in its Invitation for Bids, or as expressly provided in the State Fire Academy Invitation for Bids.

6.2 Unless the bidder specified otherwise in the bid, the State Fire Academy may accept any item or group of items of any kind.

6.3 A written purchase order or contract award furnished to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a binding contract without further action by either party. The contract shall consist solely of these General Conditions, the Instructions and Special Conditions, the successful bidder's bid, and the written purchase order or contract award. The contract shall not be assignable in whole or in part without the written consent of the State Fire Academy.

7. INSPECTION

7.1 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.

8. TAXES

8.1 The State Fire Academy 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 State 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 State for use in connection with their contracts.

9. GIFTS, REBATE, GRATUITIES

9.1 Acceptance of gifts from bidders is prohibited. No officer or employee of the State Fire Academy, 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 contract for the purchase of materials, supplies, or equipment for the State Fire Academy may be awarded, by rebate, gifts, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future rewards or compensation.

9.2 Bidding by state employees is prohibited. It is 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 Fire Academy during the tenure of his or her 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 Fire Academy.

10. BID INFORMATION

10.1 Bid information and documents may be examined pursuant to the Mississippi Public Records Act of 1983, MS Code 25-61-1 et seq.

11. DEFINITIONS

11.1 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.

12. PRECEDENCE

12.1 Bids 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.

13. COMPETITION

13.1 There are 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.

14. WAIVER

14.1 The State Fire Academy 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.

15. CANCELLATION

15.1 Any contract or item award may be canceled with or without cause by the State Fire Academy with the giving of 30 days written notice of intent to cancel. Cause for the State Fire Academy to cancel may include, but is not limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the contract; or failure to perform to contract conditions. 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 Fire Academy does not relieve the Contractor of any liability arising out of a default or nonperformance. If a contract is canceled by the State Fire Academy due to a Contractor's request for increase in prices or failure to perform, that Contractor will be disqualified from bidding for a period of 24 months. The Contractor may cancel a contract for cause with the giving of 30 days written notice of intent to cancel. Cause for the Contractor to cancel may include, but is not limited to the item(s) being discontinued and/or unavailable from the manufacturer.

16. SUBSTITUTIONS DURING CONTRACT

16.1 During the term of a contract, if adequate documentation is provided that supports the claim that the contract item(s) are not available, items which meet the minimum specifications may be substituted if approved by the State Fire Academy and the substitutions are deemed to be in the best interest of the State.

17. APPLICATION

17.1 It is understood and agreed by the Bidder that any contract entered into as a result of this Invitation for Bids is solely for the convenience of the state agencies and all purchases made by these agencies for products included under the provisions of the contract shall be purchased from the bidder receiving the award unless exempt by special authorization from the State Fire Academy.

Under the provisions of Section 31-7-7 Mississippi Code of 1972, Annotated, the prices offered herein shall be extended to the governing authorities. However, the governing authorities, by provisions of Section 31-7-12 Mississippi Code, may purchase products covered by state contracts from any source offering an identical product at a price that does not exceed the state contract price.

Employees of the State Fire Academy have acted exclusively as agents of the State Fire Academy for the award, consummation, and administration of the contract and are not liable for any performance or nonperformance by the state agencies that utilize the contract.

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 two (2) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the two (2) day period prior to the bid opening, the bid date will be reset to a date not less than five (5) working days after the date of the addendum, giving bidders ample time to comply

with 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. NONRESPONSIVE BIDS

19.1 Nonresponsive bids will not be considered. A non-responsive bid is considered to be a bid that does not comply with the minimum provisions of the specification. Any bidder found to repeatedly offer alternate products that are not compliant with specifications in an attempt to obtain a contract on the basis of pricing only will be disqualified from bidding for a period of 24 months.

20. SPECIFICATION CLARIFICATION

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

21. BID OPENINGS

21.1 Bid openings will be open to the public. The bid opening will serve only to open and read the bid price on each bid. No discussion 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.

21.2 If the agency 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 at the advertised date and time, all bids received shall be publicly opened and read aloud on the next business day that the agency 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 bidders, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be received by the agency until the new date and time of the bid opening as set forth herein. The agency shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of the agency as a result of a Force Majeure Event. Each bidder shall be required to ensure the delivery and receipt of its bid by the agency prior to the new date and time of the bid opening.

22. FIRM BID PRICE

22.1 Prices quoted shall be firm for the term of the contract 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. CONTRACT EXTENSION

23.1 Automatic contract renewals or extensions are not allowed. Contracts must be extended or renewed with the proper documents signed or approved by the State Fire Academy.

23.2 The State Fire Academy reserves the right to extend the term of a contract, when necessary, to continue a source of supply whenever new or replacement contracts are not completed prior to the expiration date. Such extensions are dependent upon the agreement of the Contractor and shall not exceed three (3) months.

23.3 Contract renewals/extensions, if agreed upon by both parties, are acceptable by law to not exceed a total of 5 years

24. SUSPENSION AND DEBARMENT

24.1 By submitting a 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 federal assistance programs.

25. ASSIGNMENT

25.1 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 State Fire Academy.

Special Instructions to Bidder:

Please read the instructions carefully. You should return each bid pages:

Bid Form (Attachment A)
Attachment B (References page 16)
Attachment C (References Score Sheet page 17)

GENERAL INSTRUCTIONS

Section 1 – Purpose

The State Fire Academy is seeking to secure a contract for Unarmed Security Guard Services for the Academy campus located in Rankin County Mississippi.

Section 2 – Timeline

Invitation for Bid (IFB) Issue Date: **May 4, 2016**
Bid Package Submission Deadline: **May 26, 2016, 2:00 PM CST**
Bid Opening: **May 26, 2016, 2:00 PM CST**

Section 3 Questions/Requests for Clarification
All questions and requests for clarification should be directed to:
Beverly Massey, Purchasing Chief at 601-932-2444
Email: bmassey@msfa.state.ms.us

Section 4 - Scope of Services-Unarmed Security Guard Service

4.1 Company will provide one unarmed uniformed security guard for duty from approximately 5:00 P.M. to 7:00 A.M., in accordance with the Academy schedule. (Note: Courses are not scheduled for all weeks of the year.) Main guard duty days are Sunday 5:00 P.M. to Thursday 7:00 A.M. There will be approximately five weekends when a guard will be needed for Saturday (Friday at 5:00 P.M. until Saturday at 7:00 A.M.) The Academy will furnish a complete list of course dates. The Academy reserves the right to add additional course dates and cancel course dates. The Academy will give a five day notice of any course changes when additional services are required.

Normal hours per week: 56
Extra hours for weekend coverage: 14
Note: No overtime pay provisions are allowed in the proposal.

4.2 The security guard shall make one foot patrol around the Administration building, checking all doors at the beginning of the tour of duty, and six vehicle patrol rounds of the Academy property from 6:00 P.M. until 7:00 A.M. A vehicle shall be furnished by the security company or the security guard. Cost of vehicle operation shall be included in bid proposal – no mileage rates shall be accepted as part of this bid. Note: The mileage for one vehicle patrol is 1.8 miles.

4.3 The security guard shall utilize a watch clock system provided by the Academy. There will be approximately 10 stations. Most of the key stations will be located outside, with others being located within buildings. The Academy reserves the right to add additional key stations if the need arises, and will require time clock tapes. The normal location of the security guard shall be the Academy's Dormitory lobby. All patrol rounds shall begin and end from this location.

4.4 The security guard shall close the front gate each night at 12:00 midnight. If the gate is found open after midnight, the security guard shall close the gate and make a note of the hour the gate was found open.

4.5 It shall be the responsibility of the security guard to open the gate in the event any emergency arises which would require service from emergency agencies such as fire, police, or ambulance. Also should a building alarm sound, the security guard shall determine if it is a false alarm and be responsible for calling the appropriate authorities (security alarm service or the Rankin Sheriff's Office).

4.6 It shall be the responsibility of the security guard to issue keys for the assigned rooms in the dormitory
for registered students, completing the proper form on dorm check-in and check-out for the students.

4.7 It shall be the responsibility of the security guard to retrieve and record the return of keys from dormitory students on the morning of final day of course.

4.8 It shall be the responsibility of the security guard to enforce rules and guidelines (in absence of other

Academy staff member) pertaining to student conduct in the dormitory and on the grounds after class hours. It shall be the responsibility of the security guard to understand and enforce all the Academy's rules, guidelines governing student conduct which pertain to students after course hours, and have full knowledge of the general information for dormitory students found in the course catalog.

4.9 It shall be the responsibility of the security guard to report to the appropriate Academy staff all injuries, illnesses, and other occurrences requiring special attention.

4.10 It will be required that the security guard issue a report daily upon the end of the shift regarding any activity occurring, problems noted, or deviation from the established procedures and recorded rounds.

4.11 While on duty at the Academy, the security guard shall be alert and aware of activities in the immediate area. The security guard shall respond, as necessary, to investigate unusual activities in the immediate area. The security guard shall at no time be permitted to have visitors other than security company personnel. The security guard shall use the pay telephone for all personal phone calls while on duty.

4.12 The Company will be responsible for the proper custody and care of State-owned property used in connection with the performance of duties under this service. The company will reimburse the State for any loss or damage to State-owned property.

4.13 The guards must be trained to and capable of handling any and all incidents in a legal and professional manner.

4.14 Any provided guard must have undergone a thorough background check which reveals no criminal history.

Section 5 – Basis for Award
Bids will be evaluated for the lowest and best responsible bidder.

Section 6 – Contract Deliverables

6.1 Upon execution of a contract, Bidder shall
6.1.1 Ensure that the guard(s) are in complete uniform and well-groomed at all times;

6.1.2 Provide uniforms to each guard which are clean, in good repair, and easily recognizable and identify the guard as an employee of the vendor;

6.1.3 Abide by all ordinances and laws pertaining to the agency's operation and secure all required licenses and permits;

6.1.4 Administer and maintain all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by state, federal and local laws such as social security and withholding taxes;

6.1.5 Make all unemployment compensation contributions as required by federal and state law and process claims as required;
6.1.6 Ensure that the unarmed security employee reports to work at the time and place specified;

6.1.7 Replace, at no additional expense to the agency, any security guard not performing satisfactorily within two hours; and,

6.1.8 Perform all services provided in the contract in accordance with customary and reasonable industry standards.

6.2 Vendors shall maintain a pool of qualified guards large enough so that if, for any reason, the scheduled guard does not report for duty or must be replaced, the security company can provide a replacement guard within two hours after notification; and,

6.3. The company shall be able to provide a **detailed invoice (including a copy of the time sheets for the guards)** to the Academy for services provided. Payment shall be made by the Academy within forty-five (45) days of the receipt of invoice, per state statute.

Section 7 - Minimum Bidder Qualifications to be Deemed Responsible

7.1 Bidder must have been in business and providing unarmed security employees for a minimum of three years.

7.2 Bidder must maintain an office in the local area.

7.**3** Bidder must maintain a pool of qualified workers to fill the requests from agencies. Please provide the average number of workers you have that meet the minimum requirements.

7.4 These minimum qualifications are in addition to a minimum score of four on the Reference Score Sheet (**Attachment C**) from reference interviews by the Academy with **two** bidder references (for a total minimum score of eight), as well as all other requirements of this IFB. (*See* **Section 9.1.2** and **Attachments B** and **C**.)

Section 8 - Duration and Renewals

8.1 Contract Award Date of July 1, 2016.

8.2 Prices submitted in response to this IFB will remain firm and valid for one year, except that a bidder may
raise prices to reflect a rise in the federal minimum wage, but only to the extent of the actual minimum wage increase.

8.3 Upon written agreement of both parties, at least sixty (60) days prior to each contract anniversary date, the contract may be renewed for a period of four (4) successive one year periods under the same prices, terms, and conditions as in the original contract. The total number of years permitted shall not exceed five years.

Section 9–Bid Submission Requirements

9.1 Submission format

The bid package must be sealed and must contain the following:

9.1.1 Bid Form Sheet **(Attachment A pages 14 - 15)-**pricing must be submitted on the bid form.

9.1.2 References **(Attachment B)** – each bidder must furnish a listing of **at least** three trade references along with the contact person, address, and phone number for each. These references must be familiar with the bidder's abilities in the areas involved with this solicitation. These references are to determine the bidder's ability to perform the services. It is the responsibility of the bidder to ensure that the reference contact information is correct and current. Bidders should verify before submitting their bid that the contact person and phone number are correct for each reference. Further, the bidder must score a minimum of four (4) points on each Reference Score Sheet which will be used by the Academy staff when interviewing the two references (for a total minimum scoring requirement of eight (8) points) to be considered responsive. (*See* Section 9.1.2 and Attachments B and C.) Only bidders who are found responsive will have their bids considered. Bidder may submit as many references as desired. The Academy will begin contacting references at the top of the list and will continue down the list until they have completed Reference Score Sheets for two references. After two score sheets are completed, the staff will stop the reference check process.

9.2 Submission requirements

9.2.1 The original bid package shall be signed and submitted in a sealed envelope or package addressed to 1 Fire Academy USA, Jackson MS 39208 no later than 2**:00 P.M., May 26, 2016**. (*Also see,* **9.2.3**. and

9.2.11.)

9.2.2 Timely submission of the bid package is the responsibility of the bidder. Bids received after the specified time shall be rejected and returned to the bidder unopened.

9.2.3 The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bids.

9.2.4 The time and date of receipt will be indicated on the outside of the envelope or package.

9.2.5 Each page of the bid form and all attachments shall be identified with the name of the bidder.

9.2.6 Failure to submit a bid on the bid form provided will be considered cause for rejection of the bid. Modifications or additions to any portion of the bid document may be cause for rejection of the bid.

9.2.7 The Academy reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as nonresponsive.

9.2.8 As a precondition to bid acceptance, the Academy may request the bidder to withdraw or modify those portions of the bid deemed nonresponsive that do not affect quality, quantity, price, or delivery of the service.

9.2.9 Any bidder claiming that its response contains information exempt from the Mississippi Public Records Act (*Miss. Code Ann.* § 25-61-1, *et. seq*), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption.

9.2.10 All bid packages must be received no later than **2:00 p.m. (CST), May 26, 2016**. Bids submitted via facsimile (faxes) or electronically **will not** be accepted. The Academy will not be responsible for mail delays or lost mail.

9.2.11 Sealed bids should be mailed or hand delivered to and labeled as follows:

Unarmed Security Guard Services
Bid No. RFX3160001011
Opening Date: May 26, 2016
State Fire Academy
Attention: Beverly Massey
1 Fire Academy USA
Jackson, Mississippi 39208-9600
SEALED BID – DO NOT OPEN

Section 10 – Bidder Certification
The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

Section 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, 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.

Section 12 – 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 business days of being notified of an award.

Section 13 – Insurance
Each successful bidder shall maintain insurance which, at a minimum, shall include the following types of insurance and coverage limits:

□ **Comprehensive General Liability -** $1,000,000 each occurrence, with the State of Mississippi added as an additional insured;

□ **Workers Compensation** as required by the State of Mississippi; and,

□ **Employee Dishonesty Bond Insurance** with third party liability coverage and with limits of $100,000.

Proof of coverage must be provided upon award.

Section 14 – Bid Opening
Bid opening will be open to the public; however, this will include opening, reading, and tabulating 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.

Section 15 – Award Notification
All bidders will be notified of the outcome of the awards by letter.

Section 16 – Procurement Methodology
16.1 Cost of preparing bid
The Academy accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

16.2 Independent price determination
By submitting a bid, the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without 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.

16.3 Rejection of bids
A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as nonresponsive. The Academy reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the Academy of nonresponsiveness based on the submission of nonconforming terms and conditions.

16.4 Withdrawal of bid
16.4.1 If a bidder's price bid is substantially lower than those of other bidders, a mistake may have been made.
16.4.2 A bidder may withdraw its bid from consideration if certain conditions are met:
(1) The bid is submitted in good faith;
(2) The price bid is substantially lower than those of other bidders because of a mistake;
(3) The mistake is a clerical error, not an error of judgment; and,
(4) Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.
16.4.3 To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to the Academy of claim of right to withdraw a bid. Within two business days after the bid opening, the bidder requesting withdrawal must provide to the Academy all original work papers, documents, and other materials used in the preparation of the bid. A bidder may also withdraw a bid, prior to the time set for the opening of bids, by simply making a request in writing to the Academy. No explanation is required.

16.5 Protests
Any actual or prospective bidder, offerer, or contractor who is aggrieved in connection with this solicitation or the outcome of this IFB may file a protest with the Director of the Academy. The protest shall be submitted in writing within five (5) days after such aggrieved person or entity knows or should have known of the facts giving rise thereto. The written protest letter shall contain an explanation of the specific basis for the protest. A protest is considered filed when received by the Director of the Academy. Protests filed after the fifth day will not be considered.

Section 17 – Required Contract Terms and Conditions
Any contract entered into with the agency pursuant to a vendor/bidder being awarded a contract shall

have the required clauses found in **Attachment D**. These clauses are required by the Personal Service Contract Review Board's Rules and Regulations.

Section 18 – Optional Contract Terms and Conditions
Any contract entered into with an agency pursuant to a vendor/bidder being awarded a contract may have, at the discretion of the contracting agency, the optional clauses found in **Attachment D**. These clauses are discretionary under the Personal Service Contract Review Board's Rules and Regulations.

Section 19 – Attachments
The attachments to this IFB are made a part of this IFB as if copied herein in words and figures.

BID FORM
Attachment A

The State Fire Academy is accepting sealed bids for Unarmed Uniformed Security Guard Services, and invites your bid.

Bids are to be submitted to Beverly Massey, Purchasing Chief, State Fire Academy, 1 Fire Academy USA, Jackson MS, 39208-9600, on or before 2:00 PM CST, May 26, 2016.

PLEASE MARK YOUR ENVELOPE:
Unarmed Security Guard Service
BID DATE—May 26, 2016, 2:00 PM CST

NAME OF COMPANY _____

QUOTED BY _____

SIGNATURE _____

ADDRESS _____

CITY/STATE/ZIP _____

TELEPHONE _____

FAX NUMBER _____

EMAIL ADDRESS _____

NAME AND PHONE NUMBER OF COMPANY REPRESENTATIVE TO BE CONTACTED FOR SERVICES PURSUANT TO THIS IFB

_____

The company proposes to provide the services as described in this IFB for the rate of $_____ per hour. (Note: No overtime provisions are allowed).

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

What year was your company started? _____

How many unarmed security employees has your company placed in the past two years?

_____

Please provide the physical location and mailing address of your company's office.

_____

_____

What is the average number of workers you currently have that meet the minimum requirements?

_____

(Continued on Next Page)

NAME OF COMPANY _____

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 he/she has thoroughly read and understands the Invitation for Bids and Attachments thereto;

2. That the company meets all requirements and acknowledges all certifications contained in the Invitation for Bids and Attachments thereto;

3. That the company agrees to all provisions of the Invitation for Bids and Attachments thereto including, but not limited to, the Required and Optional Clauses to be included in any contract resulting from this IFB (**Attachments D and E**);

4. That the company will perform the services required at the price quoted; and,

5. **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/ has not ***(please circle applicable word or words)***

retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Printed name of representative: _____

Date: _____

Signature: _____

Note: Include Attachment B (References) to your Bid Package Response.

Attachment B
References

NAME OF Company/BIDDER _____

REFERENCE 1
Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 2
Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 3
Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

Bidder may submit as many references as desired. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, bidders are encouraged to submit additional references to ensure that at least two references are available for interview. The Academy staff must be able to contact two references for a bidder to be found responsible.

ATTACHMENT C
Reference Score Sheet
TO BE COMPLETED BY ACADEMY STAFF ONLY

Bidder Name: _____

Reference Name: _____

Spoke to: _____

Score: _____

Able to provide security guard worker(s) when called	Yes	No
Satisfied with the security guard worker(s) provided	Yes	No
Vendor easy to work with in scheduling a security guard worker(s)	Yes	No
Vendor listened when you had an issue and readily offered a solution (if never had and issue, please check here_____)	Yes	No
Would you recommend?	Yes	No

Each "yes" is one point; each "no" is zero points. Bidder must have a minimum score of "4" from two references (total of "8" points) to be considered responsible and for its bid to be considered.

Called by: _____

Date/Time: _____

Attachment D
Required Clauses in IFBs, RFPs, and RFQs

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.

AVAILIBILITY OF FUNDS
It is expressly understood and agreed that the obligation of the Mississippi State Fire Academy 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 Mississippi State Fire Academy, the Mississippi State Fire Academy 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 Mississippi State Fire Academy of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

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.

COMPLIANCE WITH LAWS
Contractor understands that the Mississippi State Fire Academy 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 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.

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.

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.

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*.

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.

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.

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/has not *(use applicable word or words)* retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

E-PAYMENT
Contractor 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," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.

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. Mississippi Code Annotated §§ 71-11-1 *et seq.* 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.

TRANSPARENCY
This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.*, and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* 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.

TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION
It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

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.

TERMINATION FOR CONVENIENCE

(1) *Termination*. The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

(2) *Contractor's Obligations*. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

TERMINATION FOR DEFAULT

(1) *Default*. If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in
part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) *Contractor's Duties*. Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

(3) *Compensation*. Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

(4) *Excuse for Nonperformance or Delayed Performance*. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to

permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination").

(As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

(5) *Erroneous Termination for Default*. If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

(6) *Additional Rights and Remedies*. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION UPON BANKRUPTCY

This contract may be terminated in whole or in part by Mississippi State Fire Academy upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.