

DESCRIPTION: **2017 Janitorial Services**

SOLICITATION NUMBER: 1464-16-R-IFBD-00019

BID DUE DATE AND TIME: **June 14, 2016 AT 2:00 P.M. LOCAL TIME**

The Mississippi Department of Wildlife, Fisheries and Parks will accept sealed bids until **1:59 p.m., June 14, 2016** to be opened immediately.

Bid Opening Location: **MS Department of Wildlife, Fisheries and Parks
Attn: Purchasing Department
1505 Eastover Dr.
Jackson, MS 39211-6374**

For questions regarding Specifications and General Terms and Conditions contact:

Candice Webster
Accountant/Auditor III
(601) 432-2152
candicel@mdwfp.state.ms.us

Noticed is hereby given that sealed bids will be received in the Accounts Payable Office of the Department of Wildlife, Fisheries & Parks, 1505 Eastover Drive, Jackson, MS 39211 at **2:00 pm, June 14, 2016.**

A. General Information

1. Type of Service

This is an invitation for bids to provide janitorial services to the Mississippi Department of Wildlife, Fisheries & Parks (MDWFP).

2. Place of Service

MDWFP Administration Building
1505 Eastover Drive
Jackson, MS 39211
601-432-2400

Museum of Natural Science
2148 Riverside Drive
Jackson, MS 39203
601-576-6000

3. Late Submissions

A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it is the only bid received, or it is received before award is made and was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids. It must be determined by MDWFP that the late receipt was due solely to mishandling by MDWFP after receipt at the specified address.

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

wrapper.

The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

4. Independent Contractor

In performing services under this agreement, vendor shall be deemed an independent contractor and shall not act as nor is an agent or employee of **MDWFP**. As an independent contractor, the vendor will be solely responsible for determining the means and methods for performing the services described in the specifications. All of the vendor's activities will be at its own risk and vendor is hereby given notice of its responsibility for arrangement to guard against physical, financial, and other risks as appropriate. Vendor shall observe and abide by all applicable laws and regulations including, but not limited to, those of **MDWFP** relative to conduct on its premises.

5. Required Letters of Intent (optional)

The date for submission of a letter of intent, if required in the procurement, shall also be not less than seven (7) full working days after the last notice appears in the newspaper.

6. Pre-Bid Conference

An optional pre-bid conference will be held at 10:00 am on June 07, 2016 at MDWFP Administration Building, 1505 Eastover Drive, Jackson, MS 39211. All interested parties are urged to attend. The purpose of the pre-bid conference is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bid documents. Minutes of the conference will not be published.

7. Quality of Service

Vendor agrees to perform its services with that standard of care, skill, and diligence normally provided by a professional organization in the performance of services. All work shall be performed to the complete satisfaction of **MDWFP**.

8. Waive Informalities

Minor informalities are matters of form rather than substance evident from the bid

document, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. The Procurement Officer shall waive such informalities or allow the bidder to correct them depending on which is in the best interest of the State.

Examples include the failure of a bidder to:

- (a) return the number of signed bids required by the agency in the Invitation for Bid;
- (b) sign the bid, but only if the unsigned bid is accompanied by other material indicating the bidder's intent to be bound; or,
- (c) acknowledge receipt of an amendment to the Invitation for Bid, but only if it is clear from the bid that: the bidder received the amendment and intended to be bound by its terms; or, the amendment involved had a negligible effect on price, quantity, quality, or delivery.

9. Non-Conforming Terms and Conditions

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 non-responsive. MDWFP reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the agency of non-responsiveness based on the submission of nonconforming terms and conditions. Any questions regarding the IFB should be directed to Candice Webster in writing at candicel@mdwfp.state.ms.us no later than 5:00 pm, June 08, 2016.

10. Questions

Question and Answer documents shall be treated in the same manner as amendments to Invitations for Bids. Questions will be accepted up until June 08, 2016, which is 7 days prior to the bid opening. All corresponding answers will be emailed to all bidders who have requested specifications on June 10, 2016, which is the 6th day prior to the bid opening. Bidders shall acknowledge receipt of the Question and Answer document to the solicitation by signing and returning the document with the bid, by identifying the date in the space provided for this purpose. The acknowledgment must be received by the MDWFP by the time and at the place specified for receipt of bids.

11. Reason for Rejection

MDWFP reserves the right to reject bids for any reason, which reasons may include, but shall not be limited to:

- ❖ Failure to follow specifications and instructions contained in the IFB.
- ❖ A response that alters terms or limits contained in the IFB.
- ❖ Any response determined by **MDWFP** being unreasonable in terms, cost, etc.

12. This IFB does not commit **MDWFP** to contract for any requirements detailed in this document. **MDWFP** reserves the right to reject any or all bids.

13. Vendors are responsible for examining all specifications, terms, conditions, and instructions in the IFB. Failure to do so will be at the vendor's risk.

B. Compliance with Laws

Contractor understands that the MDWFP 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.

C. 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.

D. Post-Award Debriefing

In an effort to build and strengthen business relationships and improve the procurement process between vendors and the State, post-award vendor debriefing is available. The following information may be disclosed during the post-award debriefing in accordance with

Section 7-114 of the *Personal Service Contract Review Board Rules and Regulations*:

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

The debriefing shall not include point-by-point comparisons of the debriefed vendor's bid or proposal with those of other offering vendors. Moreover, the debriefing agency shall not reveal any information prohibited by law and/or the following:

1. Trade secrets as identified by the offering vendor claiming trade secrets;
2. Privileged or confidential manufacturing process and techniques as identified by the offering vendor claiming privileged or confidential information; and/or
3. Commercial and financial information that is privileged or confidential, to include an offering vendor's cost, breakdowns, profit, indirect cost rates, and similar information as identified by the offering vendor claiming the privileged or confidential information; and/or
4. The names of the individuals providing reference information about any vendor's past performance.

E. Debriefing Request

A vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission, to be received by the agency within three (3) business days of notification of the contract award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor must notify the agency and identify its attorney. The agency shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

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 the agency. The Procurement Officer or designee should chair the meeting, and where practicable, include other staff with direct knowledge of the procurement.

F. Insurance (Certificate required at opening)

Contractor represents that it will maintain workers' compensation insurance which shall inure to the benefit of all the contractor's personnel provided hereunder, comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000 per occurrence. All general liability, professional liability and fidelity bond insurance will provide coverage to MDWFP as an additional insured. MDWFP reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

G. Performance Bond

A performance bond in the amount of 10%, not to exceed \$1,000, will be provided at the signing of the contract in the form of a corporate check, surety bond, cashier's check, certified check, or money order. This performance bond will be held by the Mississippi Department of Wildlife, Fisheries, and Parks to guarantee the faithful performance of each and every article of the contract. Upon written notice of completion of the contract in full by the Contractor, the MDWFP will return the performance bond in full, less any money withheld as damages by the Seller.

The Certificate of Insurance must be submitted with the Bid. Failure to provide this documentation shall eliminate the vendor from further consideration.

H. Contract Type and Terms

Contract will be a Fixed-Price Contract with Price Adjustment option and will be effective for one year with renewals not to exceed three years in the aggregate. **(See "Attachment 3")**

I. Scope of Services

The Contractor shall perform and render the following services: **(See "Attachment 2")**

J. Taxes

MDWFP is a state agency and is exempt from federal, state and local taxes and vendors must quote prices, which do not include such taxes.

K. Awarding the Contract

The contract is to be awarded to the lowest responsible bidder whose bid meets the

requirements and criteria set forth in the Invitation for Bid.

L. Governing Law

The laws of the State of Mississippi and the policies of **MDWFP** shall govern the agreement.

M. Availability of Funds

It is expressly understood and agreed that the obligation of MDWFP 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 MDWFP, MDWFP shall have the right upon ten (10) working days written notice to the contractor, to terminate any agreement without damage, penalty, cost or expenses to the MDWFP of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

N. Representation Regarding Contingent Fees

The contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the vendor's bid or proposal. **(Please fill out "Attachment 1" and send in with your bid response.)**

O. Representation Regarding Gratuities

The bidder, or vendor 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 Rules and Regulations.

P. Procurement Regulations

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

Q. Stop Work Order

Order to Stop Work: The procurement officer, may, by written order to the contractor at any time, and without notice to any surety, require the 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 the 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, the 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.

Cancellation or Expiration of the Order: If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the 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 the contractor's cost properly allocable to, the performance of any part of this contract; and,
- b. the 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.

Termination of Stopped Work: If a stop work order is not cancelled 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.

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.

R. Termination for Convenience

Termination. The procurement officer may, when the interests of the State so require, terminate this contract 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 contract terminated and when termination becomes effective.

with the terminated work and on the date set in the notice of termination the contractor

will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The procurement officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

S. Termination for Default

Default. If the 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 procurement officer may notify the contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the procurement officer, such officer may terminate the 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 procurement officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the procurement officer. The 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.

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

Compensation. Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due the contractor such sums as the procurement officer 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.

Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the 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 the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the procurement officer 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, the 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 the contractor to meet the contract requirements. Upon request of the contractor, the procurement officer 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, the 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).

Erroneous Termination for Default. If, after notice of termination of the 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.

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.

T. Termination upon Bankruptcy

This contract may be terminated in whole or in part by MDWFP 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.

U. Price Adjustment

Price Adjustment Methods. Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:

- a. by agreement on a fixed price adjustment before commencement of the additional performance;
- b. by unit prices specified in the contract;
- c. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
- d. by the price escalation clause.

Submission of Cost or Pricing Data. The contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the Mississippi Personal Service Contract Procurement Regulations.

V. 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 MDWFP by the time and at the place specified for receipt of bids.

W. Certificate of Independent Price Determination

Every solicitation shall provide that by submitting a bid, offer, or SOQs, the bidder, offeror, or respondent certifies that the price submitted was independently arrived at without collusion. The agency may require the signing of a separate form which certifies that the price in the bid or offer was arrived at independently.

X. E-Verification

Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated 71-11-1 and 71-11-3, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Legal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United State Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject Vendor to the following:

Termination of this agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public:

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

Both in the event of such termination/cancellation, Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

Y. 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.

Z. Transparency

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 31-7-13 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this contract is required to be posted to the Department of Finance independent agency contract website for public access. Prior to posting the contract to the website, any information identified by the 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.

AA. 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.

BB. 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. Miss. Code Ann. Mississippi Code Annotated § 31-7-305 (1972, as amended), which generally provides for payment of undisputed amounts by MDWFP within forty-five days of receipt of invoice.

Inquiries regarding this Invitation to Bid must be directed to:

Candice Webster
Account Auditor III
P. O. Box 451
1505 Eastover Drive
Jackson, MS 39205
candicel@mdwfp.state.ms.us
601-432-2152

Bids and attachments must be submitted to:

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