

# INVITATION FOR BIDS

RFx: 3160007722

## *Janitorial Services*

**Public Employees' Retirement System of MS**

**429 Mississippi Street**

**Jackson, Mississippi 39201**

**Issue Date:**

**December 15, 2025**

**Opening Date:**

**January 20, 2026**

**Contact:**

Judy Miller

[jmiller@pers.ms.gov](mailto:jmiller@pers.ms.gov)

(601) 359-2269

**AND**

Tracy Day

[tday@pers.ms.gov](mailto:tday@pers.ms.gov)

601-359-2296

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### 1.1. Purpose

The Public Employees' Retirement System of MS (PERS) is seeking to establish a contract for janitorial services in PERS Building located at 429 Mississippi St., Jackson, MS 39201.

### 1.2 Timeline

IFB Issue Date:	December 15, 2025
Questions and Requests for Clarification Due: Reference RFX #3160007722 in the "Subject line" of the email.	December 29, 2025, at 5:00 pm CST
Anticipated Posting of Answers to Questions:	January 5, 2026, by 5:00 pm CST
Bid Package Submission Deadline:	January 20, 2026, at 12:00 p.m., CST
Bid Opening:	January 20, 2026, at 12:00 p.m., CST
Anticipated Date of the Notice of Intent to Award:	January 27, 2026, by 5:00 p.m., CST

PERS reserves the right to post Answers to Questions and to issue the Notice of Intent to Award on dates other than those stated above without amendment to this IFB. No other dates shall be changed unless a written amendment is issued.

### 1.3. Questions or Requests for Clarification

**1.3.1.** All questions and requests for clarification must be directed by **email** to Judy Miller @ [jmiller@pers.ms.gov](mailto:jmiller@pers.ms.gov) AND Tracy Day @ [tday@pers.ms.gov](mailto:tday@pers.ms.gov). "Subject line" of the email shall reference RFX #3160007722.

**1.3.2.** Bidders must submit all questions and requests for clarification by email **on or before December 29, 2025, at 5:00 pm CST**. The Bidder bears all risk of delivery and all responsibility for submitting questions timely. PERS may not answer questions received via email after the above-stated date and time.

**1.3.3.** PERS will publish all questions, requests for clarification, and answers on the "PERS" website and the DFA Procurement Portal.

**1.3.4.** PERS will not be bound by any verbal or written information not contained within this IFB unless a written amendment to the IFB is issued.

### 1.4. General References Throughout the IFB

**1.4.1.** Any reference to "PERS," throughout this IFB includes "PERS" and "Public Employees' Retirement System of MS" both entities to the extent relevant.

**1.4.2.** Unless expressly indicated otherwise, any reference to the "PERS" website refers to the website found at: <https://www.pers.ms.gov>.

**1.4.3.** "Procurement Portal" refers to:  
[https://www.ms.gov/dfa/contract\\_bid\\_search/Home/Buy](https://www.ms.gov/dfa/contract_bid_search/Home/Buy).

**1.4.4.** “DFA website” refers to: <https://www.dfa.ms.gov/invitations-bids>.

**1.5. Acknowledgment of Amendments**

Should an amendment to the IFB be issued, it will be posted on the PERS website and the procurement portal in a manner that all bidders will be able to view. Further, bidders shall acknowledge receipt of any amendment(s) to the solicitation by signing and returning the amendment(s) with the bid package, identifying the amendment number and date in the space provided on the bid form, or by email or letter. PERS must receive the acknowledgment by the time and at the place specified as the bid package submission deadline. Bidders are responsible for monitoring PERS website for amendments to the IFB.

**1.6. Attachments to the IFB**

The Attachments to this IFB are fully incorporated into the IFB.

**1.7. Restrictions on Communication with PERS Staff**

At no time shall any bidder or its personnel contact, or attempt to contact, any PERS member or staff regarding this IFB other than the contact person listed on the cover page of this IFB.

**1.8. Cancellation of Solicitation or Rejection of Individual Bids**

At PERS’s sole discretion, an IFB may be canceled or any or all responses to the solicitation may be rejected, in whole or in part, when PERS determines that it is in the best interest of PERS to do so.

## Section 2. Scope of Services and Requirements

### 2.1. Scope of Services

Janitorial services are to be provided during business hours Monday – Friday, 11:00 AM to 5:30 PM, with one on-site worker during business hours. After business hours, 5:30 p.m. until services are completed. Areas serviced may consist of, but are not limited to, offices, corridors, lobbies, eating areas, restrooms, stairwells, elevators, and other miscellaneous areas. Services to be provided may include, but are not limited to, emptying wastebaskets, dusting, vacuuming, mopping, cleaning restrooms, kitchens and break rooms, cleaning fixtures, refilling dispensers, and replenishing paper products. A total of 80,000 square feet will be maintained.

**2.1.1.** The contractor shall perform the tasks included in **Exhibit “A” Scope of Services**, which is incorporated as part of the contract.

### 2.2. Contract Deliverables

Upon execution of a contract with PERS, contractor shall provide to PERS:

**2.2.1.** Accurately describe the required job duties to all janitorial employees;

**2.2.2.** Maintain a sufficient pool of qualified janitorial workers large enough that if, for any reason, the scheduled worker does not report for duty or must be replaced, the janitorial company can **provide a replacement janitorial worker within two (2) hours after notification**;

**2.2.3.** Assign an Account Representative to work directly with the designated PERS representative managing the contract;

**2.2.4.** Designate a contact person available twenty-four (24) hours daily for communication with PERS representative, if required;

**2.2.5.** Ensure that the contract janitorial worker reports to work at the time and place specified by PERS representative.

**2.2.6.** Ensure all janitorial services are provided during the hours specified by PERS.

**2.2.7.** Provide the required number of qualified, competent, well-trained, drug-free, and appropriately dressed janitorial workers to perform the duties required during the shifts required.

**2.2.8.** Replace any contract worker(s) or employee(s) not performing to the satisfaction of PERS within forty-eight (48) hours of a request to do so by PERS and at no additional expense to PERS;

**2.2.9.** Ensure that janitorial worker(s) are in complete uniform and well-groomed at all times;

**2.2.10.** Provide all janitorial cleaning supplies (such as, disinfecting cleaner, etc.) and materials (such as, but not limited to brooms, mops, vacuums, etc.) in good working

order and clean.

**2.2.11.** Ensure that no contract janitorial worker or supervisor work more than twelve (12) hours including any and all breaks, in a twenty-four (24) hour period; PERS, in an emergency situation, can waive this requirement when the circumstances are beyond the control of the Contractor;

**2.2.12.** If requested by PERS, arrange for contract janitorial employees to complete an orientation specific to PERS at the time required by PERS;

**2.2.13.** Ensure that contract janitorial employees fully comply with PERS's policies and procedures, the applicable standards of care, Joint Commission standards, and all applicable regulations as now existing or as may be modified;

**2.2.14.** Administer and maintain all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by the state, federal, and local laws, such as social security and withholding taxes. It is the sole responsibility of the Vendor to comply with laws or regulations requiring an employer to withhold and/or pay employment-related taxes or other withholdings required by law;

**2.2.15.** Make all unemployment compensation contributions required by federal and State law and process claims as required;

**2.2.16.** Abide by all ordinances and laws pertaining to PERS's operation and secure all required licenses and permits, certifications, trainings, background investigations, fingerprint checks, and drug tests;

**2.2.17.** Perform all services provided in the contract with PERS per customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices, and other agencies;

**2.2.18.** Provide the information required for PERS to perform a criminal background check or drug screening of a contract employee, if requested, or perform the criminal background check or drug screening and verify the results to PERS.

**2.2.19.** Vendors must abide by all policies, procedures, and laws pertaining to PERS operation at all times, including but not limited to:

**2.2.19.1.** All state facilities are non-smoking; personnel must adhere to this requirement. The use of tobacco products is prohibited except within designated smoking areas.

**2.2.19.2.** Possessing any illegal drug or alcoholic beverage on state property is prohibited. Personnel shall not consume any unlawful or illegally obtained drug or alcoholic beverage while on duty.

**2.2.19.3.** Personnel should refrain from using foul, abusive, or profane language

on state property.

**2.2.19.4.** Personnel shall not flirt or fraternize with PERS personnel or any visitor at PERS.

**2.2.19.5.** Personnel shall not solicit or otherwise interfere with the work of PERS's employees.

**2.2.19.6.** Personnel shall not engage in personal activities such as, but not limited to, texting, personal phone calls, or reading magazines while on the job and shall comply with PERS restrictions regarding visitation with friends, family members, or acquaintances while on the job.

**2.2.19.7.** PERS reserves the right to inspect and search all Contractor personnel or vehicles anytime while on facility grounds.

**2.2.19.8.** Personnel may be required to provide photographic identification for inspection upon entering state facilities or grounds. Employees must wear clearly visible personnel identification badges, visitor badges, or personal identification of the individual employee.

### **2.3. Duration of Services to be Provided**

Pending approval by PPRB, this initial Contract will be effective for one year, beginning on April 1, 2026, and ending on March 31, 2027. Contract will have a provision to renew for two (2) one (1) year periods. Total contract not to exceed 36 months with the same prices, terms, and conditions.

### **2.4. Bid Prices**

Contract resulting from this Invitation for Bids shall be a fixed-price contract. Bid prices, terms, and conditions shall remain firm for the two (2) one (1) year renewals, following the effective date of the initial contract.

**2.4.1.** Bidders shall submit a per-square-foot rate for after business hours with one on-site worker during business hours.

#### **2.4.2. Price Adjustment**

Vendors should assume that no such price adjustment will be permitted when preparing bids to respond to this IFB.

### **2.5. Insurance Requirements**

**2.5.1.** Successful bidder shall maintain insurance which, at a minimum, shall include the following types of insurance and coverage limits:

**2.5.1.1.** *Workers' Compensation* as required by the laws of the State of Mississippi;

**2.5.1.2.** *Comprehensive General Liability or Professional General Liability* with

minimum limits of \$1,000,000.00 per occurrence.

- 2.5.1.3.** *Employee Dishonesty or Fidelity Bond Insurance* with third party liability coverage and with minimum limits of \$1,000,000.00.

All insurance policies shall list PERS as an additional insured. The Contractor must furnish to PERS certificates evidencing such insurance is in effect, and any other relevant documentation, within three business days of a request by PERS. PERS reserves the right to request certificates of insurance directly from Contractor's insurance carrier. Insurance policies must be issued by responsible and recognized insurers satisfactory to PERS, and having a minimum A.M. Best Rating of A VIII, covering Contractor's activities in connection with this Contract. All insurance procured or maintained by Contractor shall be primary.

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

**2.5.3.** PERS may reserve the right to request certificates of insurance directly from the Vendor's insurance carrier regarding the required coverage.

**2.5.4.** Any janitorial staff assigned to a PERS who has or may have a claim under the workers' compensation laws of the State of Mississippi shall make such a claim against the workers' compensation policy of the Vendor who assigned the staff to PERS. The Vendor agrees to defend, indemnify, and hold harmless PERS in the event any cost, judgment, fee, or other expense is incurred by PERS or its insurer(s) pursuant to the workers' compensation laws of Mississippi arising out of a claim by any staff person placed at PERS by the Vendor.

## **2.6. Contract Terms and Conditions**

By submitting a bid, Bidders acknowledge their willingness to enter such contracts without substantial revision.

**2.6.1.** The scope requirements in this IFB, the per-square-foot rate bid in response to this IFB, and the contract clauses required to be included in contracts for personal and professional services pursuant to Appendix E of *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* are fixed and non-negotiable.

**2.6.2.** Vendors must agree to cooperate with PERS in any reasonable efforts to prevent fraud, waste, or abuse; in any investigations regarding alleged negligence or intentional misconduct by janitorial staff assigned to PERS by the Vendor; or in any other endeavor PERS may undertake to protect the integrity of the services requested, provided, and to be paid for under this contract.

**2.6.3.** PERS has the right to refuse any individual janitorial staff assigned by the Vendor to PERS. This right of refusal is in the sole discretion of PERS and does not require that PERS provide cause or justification for such refusal.

**2.6.4.** The Vendor must provide all reasonable information requested by PERS on its invoices, including but not limited to the janitorial staff's name, position, dates



worked, hours worked, and the applicable pay rate.

- 2.6.5.** Throughout the life of the contract, the Vendor's Account Representative, as appointed under Section 2.2.3., or any person the Account Representative has appointed in writing to be their designee, is the only person authorized to approve or accept shifts requested by PERS. Individual janitorial staff assigned to the PERS cannot accept shifts. Acceptance of any shifts by the Vendor shall be done in writing prior to the shift.
- 2.6.6.** The Vendor shall be responsible for complying with all applicable employment and labor laws and regulations, workplace safety requirements, laws regarding taxation, and any other relevant laws, regulations, or legal requirements.

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

The Contractor shall provide one (1) on-site worker during business hours Monday – Friday, 11:00 AM to 5:30 PM, and after business hours, 5:30 p.m. until services are completed. The Contractor shall perform the following services upon request of PERS in fulfillment of the purpose of contract.

**NOTE:** PERS shall provide **ALL** paper products to include paper towels, tissue, trash bags and liners, hand soaps, and deodorizers. Contractor shall provide **ALL** cleaning chemicals, agents, and equipment.

#### **Restrooms**

##### **Daily:**

1. Clean and disinfect all toilet bowls, seats, and all urinals
2. Clean and disinfect all countertops, basins, fixtures, and dispensers
3. Spot clean walls, doors, and partitions
4. Clean all mirrors
5. Damp mop and disinfect all hard surface floors
6. Empty, clean, and disinfect all trash receptacles and sanitary disposals
7. Restock with all necessary supplies; paper towels, toilet tissue, etc.

##### **Weekly:**

1. Vacuum all levels, ventilating grills, and dust light fixtures
2. Thoroughly clean/scrub and disinfect floors and baseboards

#### **Office Areas-Floors 1-4**

##### **Daily:**

1. Vacuum all carpeted areas, spot clean as needed
2. Empty wastebaskets and trash cans, replace liners
3. Hand dust and wipe clean all exposed surfaces, office furnishings, file cabinets, fixtures, paneling, windowsills, and all other horizontal surfaces
4. Spot clean all interior glass, partitions, doors, and sidelights
5. Sweep, damp mop all hard surface floors
6. Disinfect and clean water fountains

##### **Weekly:**

1. Buff all tile flooring in the file rooms
2. Polish furniture
3. Clean chair pedestals
4. Vacuum upholstered furniture
5. Vacuum window treatments
6. Wipe baseboards

## **Break Rooms and Patio**

### **Daily:**

1. Empty trash cans and replace liners
2. Damp wipe and clean tables, chairs, vending machines, microwaves, countertops, refrigerators, and sinks
3. Sweep/damp mop all hard surface floors
4. Spot clean walls, doors, and interior glass
5. Sweep exterior landing

### **Weekly:**

1. Buff all tile flooring

## **Lobby**

### **Daily:**

1. Vacuum all carpeted areas
2. Sweep/damp mop all hard surface floors
3. Empty all trash cans, replace liners as needed

### **Weekly:**

1. Clean and buff tile flooring

## **Stairwells**

### **Daily:**

1. Broom sweep
2. Damp mop
3. Damp wipe railing and sills

### **Weekly:**

1. Buff tile landings

## **As Needed – at least once per month**

1. Scrub rubber treads
2. Recoat all landings with floor finish

## **Garage**

### **Daily:**

1. Empty trash cans, replace liners
2. Vacuum elevator
3. Clean interior elevator glass
4. Damp wipe cab doors, buttons, and fixtures
5. Damp wipe tracks

### Weekly:

1. Broom sweep and damp mop stairwells
2. Clean smoking hut

### Elevators and Foyers

#### Daily:

1. Sweep and damp mop marble
2. Buff and polish marble
3. Clean interior and exterior cab doors and track
4. Clean interior control panels, walls, and light fixtures

### Provide Day Worker

#### Daily:

1. Monday thru Friday from **11:00 a.m.** until **5:30 p.m.** **one on-site day worker**
2. Monday thru Friday from **5:30 p.m., after business hours until duties completed**

### Job Duties for Day Worker

1. **11:00 AM:** Begin in restrooms on the 4<sup>th</sup> floor. Replenish tissue, towels, and soaps if needed. Check toilets, urinals, and floors for needed attention. Clean if required. Continue working down to floors, 3, 2, and 1. check Director's restroom.
2. **1:00 PM:** Go to garage elevators. Vacuum and polish stainless doors, walls, and railings. Clean buttons and panels. Clean and polish exterior doors and panels. Use a broom to remove cobwebs from building entrances on the 1<sup>st</sup> floor.
3. **1:30 PM:** Lunch break
4. **2:00 PM:** Go to patio area and sweep leaves, debris, and empty trash. Use a broom to remove cobwebs from overhangs and light fixtures.
5. **2:15 PM:** Return to building interior and begin dusting first floor lobby windowsills, countertops, furnishing, and fixtures. Clean door glass. Polish elevator doors, interior panels, and railings. Be sure to polish interior and exterior doors from top to bottom. Proceed to floors 2, 3, 4, and basement to polish exterior elevator doors and panels on each floor.
6. **3:00 PM:** Return to breakrooms on each floor and wipe tables, counter tops, and chairs. Clean boardrooms on the 4th floor.
7. **4:00 PM:** Clean and vacuum basement offices.

8. **4:30 PM:** Begin deep cleaning of restrooms to include disinfect toilets and urinals, replace matting, replenish towels, tissue, and soap as needed. Sweep, mop, and disinfect floors.
9. **5:30 PM:** End duties
  - On days that the board meets, worker should come in early to make sure that restrooms are clean and stocked prior to the arrival of board members. Board room should be checked for vacuuming, dusting and making sure that all areas are clean and tidy.
  - Being on time each day and early arrival for board meeting days is IMPERATIVE, as well as all other assigned duties.

NOTE: A schedule of board meetings for the year 2026, can be accessed at:  
[www.pers.ms.gov](http://www.pers.ms.gov), under General Interest, Board Meetings

February 25, 2026	10:00 a.m.
April 22, 2026	10:00 a.m.
June 24, 2026	10:00 a.m.
August 26, 2026	10:00 a.m.
October 28, 2026	10:00 a.m.
December 16, 2026	10:00 a.m.

## **Section 3. Bid Submission and Bid Opening**

### **3.1. Bid Submission Format**

All bids must be submitted in writing and include all documentation requested in the IFB. Bids submitted without such documentation may not be considered. Only information in the attached Bid Form and accompanying required documentation will be considered when evaluating bids.

The bid package must contain the following complete and signed documents:

#### **3.1.1. Bid Cover Sheet (Attachment A)**

#### **3.1.2. Bid Form (Attachment B)**

Bidder must submit all pricing on the bid form. Bid Form must be complete and signed by a person with authority to execute contracts for the Vendor.

#### **3.1.3. Signed Certifications and Assurances (Attachment C)**

#### **3.1.4. References (Attachment D)**

Bidder must furnish at least three (3) references for whom they have provided similar services within the past three (3) years, with a maximum of five (5) references allowed. For each reference, the bidder must include a contact person, email address, and telephone number, and ensure that all information is current and correct. PERS must be able to reach at least two (2) references within two (2) business days of the bid opening. If two references cannot be reached within two business days, PERS may deem the Bidder non-responsive. To be considered a responsible bidder, the Bidder must score a minimum average of six (6) points on two Reference Score Sheets (Attachment F) for a total minimum scoring requirement of twelve (12) points. The references submitted must be familiar with the Bidder's abilities in the areas involved with this solicitation. Bidders may submit as many references as desired. PERS will contact the references in the order presented.

#### **3.1.5. Acknowledgement of all IFB Amendments which may be issued prior to the closing date. See Section 1.5.**

### **3.2. Bid Submission Requirements**

#### **3.2.1. Bids must be received by PERS on or before January 20, 2026, by 12:00 p.m. CST.**

##### **3.2.1.1. Submission of Physical Bid**

Physical sealed bids shall be **mailed** or **hand delivered** to the address below. The sealed bid package shall contain the **ORIGINAL SIGNED BID** and one copy.

**Mail or Hand Deliver to this address:  
Public Employees' Retirement System of MS (PERS)  
Attn: Judy Miller/Tracy Day  
429 Mississippi Street  
Jackson, MS 39201**

**The sealed envelope or package must be labeled with the following information:**

**SEALED BID – DO NOT OPEN**

**Janitorial Services**

**RFx #3160007722**

**Bid Opening: January 20, 2026, at 12:00 p.m. CST**

PERS will stamp the time and date of receipt on the envelope or package. It is the sole responsibility of the Bidder to ensure that Judy Miller/Tracy Day receive the package and that the date and time of receipt are indicated on the package.

**3.2.2.** Timely submission of the bid package is the sole responsibility of the Bidder. Bids received after the specified time shall be rejected and remain unopened in the procurement file. The Bidder assumes all risks regarding the delivery of the bid. PERS will not be responsible for delivery delays, packages lost in the delivery process, misdirected emails, or other delivery errors.

**3.2.3.** Failure to submit a bid on the bid form provided will be considered a cause for rejection of the bid. Modifications or additions to any portion of the bid document may be cause for rejection of the bid. PERS may, on a case-by-case basis, determine if bid with modifications or additions is non-responsive. Before rejecting a bid, PERS may ask the Bidder to withdraw or correct non-responsive portions, as long as these changes do not affect the quality, quantity, price, or delivery of the services.

**3.2.4.** Any bidder claiming its response contains information exempt from the Mississippi Public Records Act (Mississippi Code Annotated §§ 25-61-1, et. seq., and 79-23-1) shall provide an additional copy of the bid package, which has the relevant information redacted and cites the specific statutory authority for the contention that each redaction is exempt.

**3.2.5.** Bids submitted via facsimile will not be accepted.

### **3.3. Bid Opening**

Bids shall be opened in the presence of one or more PERS officials on the date and time designated in the IFB. Bids should **not** be opened publicly. The name of each bidder and such other information as is deemed appropriate by PERS shall be recorded. This information shall be available to the public via the *Mississippi Public Records Act of 1983* as discussed in Section 1.5 *Public Access to Procurement Documents of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

### **3.4. Expenses Incurred in the Procurement Process**

All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

### **3.5. 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, for the purposes of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the bid. The quoted prices shall include, but are not limited to, all required equipment and/or materials, all required insurance, all required overhead, all required profit, and all required licenses, certifications, fees, or permits.

### **3.6. Withdrawal of a Bid**

A bidder may withdraw a bid before the time set for opening bids by providing a written request by email to Tracy Day @ [tday@pers.ms.gov](mailto:tday@pers.ms.gov) or Judy Miller @ [jmiller@pers.ms.gov](mailto:jmiller@pers.ms.gov).

No explanation is required.

### **3.7. 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 PERS of the State of Mississippi or Federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or Federal government.

### **3.8. Registration with the Mississippi Secretary of State**

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

### **3.9. Minor Informalities and Irregularities**

PERS has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any other bidder. If insufficient information is submitted by a bidder for PERS to properly evaluate the offer, PERS has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any bidder.

### **3.10. Contract Rights**

Property rights do not vest in any party until a contract is legally executed. PERS is under no obligation to award a contract following issuance of this solicitation.

### **3.11. Property Rights**

Property rights do not inure to any Bidder until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. PERS is under no obligation to award a contract and may terminate this contract at any time for its own convenience.



**3.12. Applicable Law and Venue** 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 venue for resolution of any dispute shall be Jackson, Hinds County, Mississippi. The Contractor shall comply with applicable federal, state, and local laws and regulations. The Contractor expressly agrees that under no circumstances shall PERS be obligated to pay an attorney's fee, prejudgment interest or the cost of legal action to the Contractor. Further, nothing in this Contract shall affect any statutory rights that PERS may have, and such rights cannot be waived or limited by contract.

**3.13. Approval** It is understood that if this contract requires approval by the Public Review Board ("PPRB") and/or the Department of Finance and Administration Office of Personal Service Contract Review ("OPSCR"), and this contract is not approved by PPRB and/or OPSCR, it is void and no payment shall be hereunder.

**3.14. Compliance With Equal Opportunity In Employment Policy** Contractor understands that PERS 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 this agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

## **Section 4. Bid Evaluation and Award**

### **4.1 Minimum Qualifications to be Deemed Responsible**

A bidder must meet each of the following minimum qualifications to be deemed responsible:

**4.1.1.** Bidder must have been in business and providing services similar to those being solicited in this IFB for a minimum of two (2) years.

**4.1.2.** Bidder must receive a minimum average of six points on two Reference Score Sheets for a total minimum scoring requirement of 12 points discussed in Section 3.1.4.

**4.1.3.** Bidder must submit documentation demonstrating they are currently registered to do business in the State and in good standing with the Mississippi Secretary of State. Bidders who are not currently registered must submit a certification that if named an intended awardee, the Bidder will so register within seven days of receiving the Notice of Intent to Award from PERS.

### **4.2 Basis for Award**

**4.2.1.** PERS will evaluate bids based on the requirements outlined in this IFB. No criteria other than those outlined in this IFB will be used in an evaluation.

**4.2.2.** Only Bidders who are found responsive and responsible will have their bids considered.

**4.2.2.1. *Responsive Bidder:*** Bidder must submit its bid, including the Bid Form and all required Attachments and other documents, in a manner that conforms in all material respects to this Invitation for Bids as determined by PERS.

**4.2.2.2. *Nonconforming 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. PERS reserves the right to permit the Bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by PERS of non-responsiveness based on the submission of nonconforming terms and conditions.

**4.2.2.3. *Conditioning Bid Upon Other Awards:*** Any bid which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and not acceptable.

### **4.2.3. Bid Evaluation Process**

PERS will award this IFB to the lowest responsive and responsible Bidder.

### **4.3. Award Notification**

After reviewing the bids, PERS will post its Notice of Intent to Award on PERS website, the DFA Procurement Portal and will notify all bidders by email.

#### **4.4. Reconsideration of the Solicitation**

Any potential Vendor can request that PERS reconsider the terms of the solicitation. This reconsideration request can be accomplished by reference to Section 5.2.4. of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*. The potential Vendor shall file any such request within three (3) business days following the date of public notice of the solicitation. The potential Vendor must submit the request by email to both of the following individuals: Tracy Day, PERS Comptroller, [tday@pers.ms.gov](mailto:tday@pers.ms.gov) and Judy Miller, [jmiller@pers.ms.gov](mailto:jmiller@pers.ms.gov).

It shall be the sole responsibility of the requesting vendor to ensure the request is received in a timely manner by all required parties. Failure to request reconsideration in compliance with this Section in a timely manner results in the waiver of any claim regarding the terms of the solicitation. The request shall contain the requesting Vendor's name, a single contact person, all contact information for the contact person, the RFx number of the solicitation, and the date the IFB was issued. The request shall identify which of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* the requesting vendor believes to have been violated by the solicitation, as written. The request may not be based on anything other than Invitation for Bids for Janitorial Services RFx #3160007722, Section 4. Bid Evaluation and Award Page 18 of 48 of the solicitation document and these rules and regulations. The vendor shall not include exhibits with the request. Instead, the requesting Vendor shall clearly identify the section(s) of the solicitation document at issue in its request. The request shall not be supplemented.

## ATTACHMENT A: Bid Cover Sheet

Public Employees' Retirement System of MS, "PERS" is seeking to establish a Contract for Janitorial Services at 429 Mississippi Street, Jackson, MS 39201.

Bids must be received on or before **January 20, 2026, at 12:00 pm. CST**

Envelopes and/or packages containing sealed bids must be marked:

**Janitorial Services**

**RFx # 3160007722**

**Bid Opening: January 20, 2026, at 12:00 pm. CST**

**SEALED BID – DO NOT OPEN**

Name of Company: \_\_\_\_\_

Quoted By: \_\_\_\_\_

Signature: \_\_\_\_\_

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

City/State/Zip Code: \_\_\_\_\_

Company Representative: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

FEI/FIN# (if company, corporation or partnership): \_\_\_\_\_

Social Security # (if individual): \_\_\_\_\_

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

What month and year was your company established? \_\_\_\_\_

How many years and/or months has your company been performing the services called for in this Invitation for Bids? \_\_\_\_\_

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation: \_\_\_\_\_

\_\_\_\_\_

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms: \_\_\_\_\_

\_\_\_\_\_

Is your company licensed or certified to provide said services as required by any and all applicable Federal and State law(s)? \_\_\_\_\_

List all licenses or permits your company possesses that apply to performing the services required in this Invitation for Bids. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

List the names of comparable accounts. \_\_\_\_\_

\_\_\_\_\_

What is the largest (in square feet) customer this company has provided janitorial services for in the past two (2) years? \_\_\_\_\_

List the name of the customer: \_\_\_\_\_

Describe any specific services which your company offers along with any specialized experience and/or education of your current contract janitorial workers. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## ATTACHMENT B: Bid Form

### Janitorial Services

Company: \_\_\_\_\_

Company Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

The pricing quoted shall be inclusive of, but not limited to, all required insurance; overhead; profit; materials; vehicles; fuel, mileage, and travel time; training; certifications; business and professional licenses, permits, or fees; and all other costs. All pricing for janitorial services should include all associated costs with no additional or hidden fees.

	Price per Square Foot
On-site Worker During Business Hours – 11:00 a.m-5:30 p.m.	
After Business Hours – 5:30 p.m. UNTIL services are completed	

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

1. That he/she has thoroughly read and understands this Invitation for Bids (RFx # 3160007722), the attachments hereto, and any amendments;
2. That the company meets all requirements and acknowledges all certifications contained in this Invitation for Bids, the attachments hereto, and any amendments;
3. That it is licensed, certified, and possess the requisite credentials to perform janitorial services.
4. That the company agrees to all provisions of this Invitation for Bids, the attachments hereto, and any amendments;
5. That the company will perform, without delay, the services required at the prices quoted above; and
6. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## ATTACHMENT C: Certifications & Assurances

As an authorized signatory for \_\_\_\_\_,

I make the following certifications and assurances as a required element of the bid(s) to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. REPRESENTATION REGARDING GRATUITIES: Vendor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of the Agency a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Vendor further represents that no employee or former employee of the Agency has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by Vendor. Vendor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

2. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: The Vendor 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 Vendor or competitor for the purpose of restricting competition.

3. OFFEROR'S REPRESENTATION REGARDING CONTINGENT FEES: By responding to the solicitation, the offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror cannot make such a representation, a full and complete explanation shall be submitted in writing with the offeror's response.

4. NON-DEBARMENT: This certification is a material representation of fact relied upon by the Contracting Agencies. If it is later determined that the Vendor did not comply with 2 C.F.R. part 180, subpart C, and 2 C.F.R. part 3000, subpart C, in addition to remedies available to DFA and other Contracting Agencies, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Modifications or additions to any portion of this document may be cause for rejection of the bid.*

## **ATTACHMENT D: Release of Bid as Public Record**

Vendors shall acknowledge which of the following statements is applicable regarding release of its bid as a public record. A Vendor may be deemed non-responsive if the Vendor does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged.

CHOOSE ONE: \_\_\_\_\_

Along with a complete copy of its bid, Vendor has submitted a second copy of the bid in which all information Vendor deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Vendor acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Regulations if OSSS or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75- 26-1 through 75-26-19, and/or 79-23-1. Vendor acknowledges and agrees that OSSS may release the redacted copy of the bid at any time as a public record without further notice to Vendor. A Vendor who selects this option but fails to submit a redacted copy of its bid may be deemed non responsive.

\_\_\_\_\_ Vendor hereby certifies that the complete unredacted copy of its bid may be released as a public record by OSSS at any time without notice to Vendor. The bid contains no information Vendor deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61- 9, 75-26-1 through 75-26-19, and/or 79- 23-1. Vendor explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). A Vendor who selects this option but submits a redacted copy of its bid may be deemed non-responsive.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## **ATTACHMENT E: References**

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

### REFERENCE 4

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 by submitting as many additional copies of Attachment D, References, as deemed necessary. 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. PERS must be able to contact two references within two (2) business days of bid opening or the bidder may be deemed non-responsive.*

## ATTACHMENT F: Reference Score Sheet

*[To Be Completed by PERS Only]*

Bidder Name: \_\_\_\_\_

Reference Name: \_\_\_\_\_

Person Contacted, Title/Position: \_\_\_\_\_

Date/Time Contacted: \_\_\_\_\_

Service From/To Dates: \_\_\_\_\_

Were they able to provide janitorial services when you called?	Yes	No
Were you satisfied with the janitorial services provided by the vendor, if any? If not, please explain.	Yes	No
Was the vendor easy to work with when scheduling janitorial services?	Yes	No
Were the janitorial services provided on time and within budget?	Yes	No
Did the vendor listen and readily offer a solution if you had an issue? (If you never had an issue, please check here .)	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend them?	Yes	No

Each “yes” is one point; each “no” is zero points. Bidder must have a minimum average score of “6” from two references (total of “12” points) to be considered responsible and for its bid to be considered.

Score: \_\_\_\_\_

Do you have any business, professional or personal interest in the bidder’s organization? If yes, please explain.	Yes	No
-------------------------------------------------------------------------------------------------------------------	-----	----

Called by: \_\_\_\_\_

Notes:

# ATTACHMENT G: Sample Contract

## CONTRACT FOR JANITORIAL SERVICES



This Contract ("Contract") is made by and between the Public Employees' Retirement System of Mississippi ("PERS") whose address is 429 Mississippi Street, Jackson, Mississippi 39201 and \_\_\_\_\_ ("Contractor"), whose address is \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2026 under the following terms and conditions:

1. **Scope of Services** The scope of services is as follows: \_\_\_\_\_.

2. **Period of Performance** The Contract period shall be from \_\_\_\_\_, 2026, through \_\_\_\_\_, 2027.

3. **Consideration** As consideration for the performance of this Contract, the Contractor shall be paid \_\_\_\_\_.

4. **E-Payment** The 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 § 31-7-301 *et seq.*

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

6. **Payment of Taxes** The Contractor shall be liable for all taxes. PERS will not be responsible for paying any taxes, including but not limited to use, excise, personal property, or sales tax.

7. **Availability of Funds** It is expressly understood and agreed that the obligation of PERS to proceed under this Contract is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of appropriated funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, PERS shall have the right upon ten (10) business days written notice to the Contractor, to terminate this Contract without damage, penalty, cost, or expenses to PERS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

8. **Representation Regarding Contingent Fees** By responding to the solicitation, and executing the Contract, offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror cannot make such a representation, a full and complete explanation shall be submitted in writing with the offeror's response.

9. **Representation Regarding Gratuities Representation Regarding Gratuities** Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of PERS a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision

related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of PERS has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

**10. Applicable Law and Venue** 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 venue for resolution of any dispute shall be Jackson, Hinds County, Mississippi. The Contractor shall comply with applicable federal, state, and local laws and regulations. The Contractor expressly agrees that under no circumstances shall PERS be obligated to pay an attorney's fee, prejudgment interest or the cost of legal action to the Contractor. Further, nothing in this Contract shall affect any statutory rights that PERS may have, and such rights cannot be waived or limited by contract.

**11. Assignment** the Contractor shall not assign, subcontract, or otherwise transfer in whole or in part, its rights or obligations under this Contract without prior written consent of PERS. Any attempted assignment or transfer without said consent shall be void and of no effect.

**12. Compliance with Laws** The Contractor shall comply with, and all activities under this Contract 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.

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

**14. Employee Status Verification System** If applicable, the 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.* (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. The 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, the Contractor agrees to provide a copy of each such verification. The 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 which may subject the Contractor to the following:

(1) termination of this Contract 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 the Contractor by an Agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year or, both.

(3) 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.

**15. Independent Contractor** The Contractor shall perform all services as an Independent Contractor and shall at no time act as an agent for PERS. No act performed or representation made, whether oral or written, by the Contractor with respect to third parties shall be binding on PERS. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of PERS; and PERS shall at no time be legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. It is expressly understood and agreed that PERS enters into this Contract with the Contractor based on the procurement of professional services and not based on an employer-employee relationship. For all purposes under this Contract, it is understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to the Contractor shall be paid as a gross sum with no withholdings or deductions being made by PERS for any purpose from said Contract sum. The Contractor accepts exclusive responsibility for the payment of Federal Income Tax, State tax, Social Security, and any other withholdings that may be required.

The Contractor represents that it is qualified to perform the duties to be performed under this Contract and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Contract. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of PERS. Any person assigned by the Contractor to perform the services hereunder shall be the employee of the Contractor, who shall have the sole right to hire and discharge its employee. PERS may, however, direct the Contractor to replace any of its employees under this Contract. The Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises of PERS. Any employee or subcontractor of the Contractor acting in a manner determined by the administration of that location to be detrimental, abusive, or offensive to any of the staff will be asked to leave the premises and may be suspended from further work on the premises. All employees and subcontractors of the Contractor who will be working at such locations shall be covered by the Contractor's comprehensive general liability insurance policy. The Contractor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation, and any other withholdings that may be required. Neither the Contractor nor its employees are entitled to state retirement or leave benefits.

## **16. Termination**

(a) *Termination for Convenience.* The Agency Head or designee may, when the interests of PERS so require, terminate this contract in whole or in part, for the convenience of PERS. 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.

(b) *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 complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

## **17. Termination for Default**

(a) *Default.* If PERS gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, PERS may terminate the contract for default and the Contractor will be liable for the additional cost to PERS to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

(b) *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.

(c) *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.

(d) *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 "Termination for Convenience."

(e) *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.

(f) *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.

**18. Termination upon Bankruptcy** This contract may be terminated in whole or in part by PERS 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.

**19. Modification or Renegotiation.** The parties agree to renegotiate the agreement in good faith if federal and/or state revisions to any applicable laws or regulations make changes in this Contract necessary. This Contract may be modified only by written agreement signed by the parties hereto and approval by the Public Procurement Review Board, if required.

**20. Procurement Regulations** The Contract shall be governed by the applicable provisions of *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration's website ([www.dfa.ms.gov](http://www.dfa.ms.gov)). Any bidder responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

**21. Ownership of Documents and Work Papers** PERS shall own all documents, files, reports, work papers, and working documentation, electronic or otherwise, whether completed or in progress, created in connection with this Contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall destroy or deliver such documents and work papers to PERS upon termination or completion of the Contract.

**22. Indemnification** To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate PERS, its officers, employees, agents, and representatives, and the State of Mississippi from and

against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, and claims for damage arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this Contract.

**23. Third Party Action Notification** The Contractor shall notify PERS in writing within five (5) business days of its receipt of liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Contractor or PERS by any entity that may result in litigation related in any way to this Contract and/or which may affect the Contractor's performance under this Contract. Failure of the Contractor to provide such written notice to PERS shall be considered a material breach of this Contract, and PERS may, at its sole discretion, pursue its rights as set forth in the Termination clauses herein and any other remedies it may have at law or in equity.

**24. Notices** All notices required or permitted to be given under this Contract must be in writing and personally delivered or sent by certified United State mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor:

Name, Title

For PERS:

Attn: Melanie Estridge  
Sr. Deputy, Administrative Services  
429 Mississippi Street  
Jackson, MS 39201

**25. Severability** If any term or provision of this Contract is prohibited by the laws of this State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

**26. Failure to Enforce** Failure by PERS, at any time, to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of PERS to enforce any provision at any time in accordance with its terms.

**27. Priority** The Contract consists of this agreement, the RFP, attached hereto as Attachment A, and the Contractor's bid, submitted in response, attached hereto as Attachment B. Any ambiguities, conflicts, or questions of interpretation of this Contract shall be resolved by first, reference to this agreement, and if still unresolved, by reference to Attachment A and, if still unresolved, by referenced to Attachment B. Omission of any term or obligation from this agreement shall not be deemed an omission from this Contract if such term or obligation is provided for elsewhere in this Contract. PERS has the discretion as to which document to attach to the contract and what priority those document should be assigned.

**28. Sovereign Immunity** By entering this Contract with the Contractor, PERS and the State of Mississippi, in no way, waive sovereign immunities or defenses, as provided by law. Contractor acknowledges that the individual executing the Contract on behalf of Contractor is doing so in his/her official capacity only, and to the extent ay provision contained in the Contract exceeds his/her authority, Contractor agrees that it will not look to that individual in his/her personal capacity or otherwise seek to hold him/her individually liable for exceeding such authority.

**29. 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.



**30. 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 PERS by the time and at the place specified for receipt of bids.

**31. Certification of 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 for the purpose of restricting competition.

**32. 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.

### **33. Stop Work Order**

(a) *Order to Stop Work:* PERS 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 and further costs to PERS. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless PERS has terminated 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 agree, PERS shall either:

(1) cancel the stop work order; or,

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

(b) *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at an 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:

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

(2) Contactor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief 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.

(c) *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.

(d) *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.

**34. No Limitation of Liability:** Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.

**35. Property Rights:** Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that PERS may terminate this contract at any time for its own convenience.

**36. Compliance With Equal Opportunity In Employment Policy** Contractor understands that PERS 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 this agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

**37. Approval** It is understood that if this contract requires approval by the Public Review Board (“PPRB”) and/or the Department of Finance and Administration Office of Personal Service Contract Review (“OPSCR”), and this contract is not approved by PPRB and/or OPSCR, it is void and no payment shall be hereunder.

**38. Required Public Records and Transparency** Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall 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 pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on [www.transparency.ms.gov](http://www.transparency.ms.gov) and shall be available for at the Agency for examination, inspection, or reproduction by the public. The contractor acknowledges and agrees that the [Agency] and this contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008, codified at Mississippi Code Annotated §§ 27-104-151, et seq.

**39. Insurance:** At all times the Contractor is performing under this Contract, the Contractor shall, at its own expense, maintain insurance which includes the following minimum types of coverage:

- (a) ***Workers’ Compensation*** as required by the laws of the State of Mississippi;
- (b) ***Comprehensive General Liability Insurance*** with minimum limits of \$1,000,000.00.
- (c) ***Employee Dishonesty or Fidelity Bond Insurance*** with third party liability coverage in an amount commensurate with the Contractor’s responsibilities and liabilities under this contract. and with minimum limits of \$1,000,000.00.

**40. Intellectual Property:**

(a) All data files and information submitted by or collected by Contractor on behalf of PERS will remain the property of PERS, and as such PERS shall retain all rights, title, and interest in and to its intellectual property rights in any data and information provided to Contractor in relation to this Contract.

(b) All work products or deliverables of any kind as well as any adaptation, modification, creation and/or manufacturing of things based on, derivative works of, reproduction, distribution, broadcast or exhibition of such work products or deliverables, which result from performance under this Contract or otherwise on behalf of PERS shall be deemed the sole and exclusive property of PERS, with Contractor assigning all right, title, and interest in and to such work products or deliverables to PERS.

(c) Contractor acknowledges that PERS owns all PERS trademarks, and any goodwill derived from the use of any of PERS’s trademarks by Contractor under this Contract insures solely to the benefit of PERS.

**41. Entire Contract:** This Contract (along with any exhibits, amendments, statements of work, security controls, or other documents contemplated herein) constitutes the entire agreement of and between PERS and Contractor, and supersedes any prior or contemporaneous agreements, contracts, proposals, representations, understandings, or negotiations, oral or written, between them with respect to the subject matter hereof.

**42. Usage of PERS System and/or Equipment:** Contractor may receive access to PERS' computers and IT systems, including but not limited to applications, voicemail, email, databases, internet, and intranet systems (collectively "Systems"). Such Systems are intended for legitimate business use related to PERS' business and Contractor's Services under this agreement. Contractor acknowledges that Contractor does not have any expectation of privacy as between Contractor and PERS in the use or access to PERS' Systems and that all communications made with such Systems or equipment by or on behalf of Contractor are subject to PERS' scrutiny, use and disclosure, in PERS' discretion. PERS reserves the right, for business purposes, to monitor, review, audit, intercept, access, archive and/or disclose materials sent over, received by or from, or stored in any of its Systems.

**43. Confidential Information and Data Security:**

(a) *Definitions:* As used in this Contract, the following terms shall have the following meanings:

- (i) *Appropriate Safeguards:* technical, physical, and organization measures, standards, requirements, specifications, or obligations designed to ensure a level of confidentiality, integrity, and availability, appropriate to the risks presented by the nature of PERS confidential information which are commensurate with a framework or industry standard applicable to Contractor and selected from (1) Privacy and IT Security Best Practices (as defined by ISO 27001/27002); (2) Cloud Security Alliance assessments against the Cloud Controls Matrix (for hosted services); (3) SSAE 16, SOC 2 and SOC 3 auditing standards, and (4) NIST's cybersecurity standards and/or guidance.
- (ii) *Confidential Information:* includes, but is not limited to, (a) any information or data uploaded by or for PERS and PERS's officers, employees, agents, or representatives that is processed or collected through this Contract; (b) any other data or information (written, oral, or electronic) disclosed by PERS to Contractor or that Contractor has access to by its performance under this Contract, which shall be deemed to include the following information of PERS, without limitation: (i) member information, technical data, contracts, and financial information; (ii) computer programs, code, and software; (iii) information about costs, revenues, profits, and donations; (iv) plans for future development; (v) all and other data of any kind or description, including electronic data recorded or retrieved by any means, that have been or will be disclosed; or (vi) or any other Personally Identifiable Information (PII) not otherwise included in the above; and/or (c) any other sensitive, confidential, proprietary, and/or non-public information that is designated confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure. Confidential information does not include any public information and/or any information that PERS may be required to publicly disclose pursuant to Mississippi law.
- (iii) *Data Laws:* mean any federal, state, or local law (including common law), statute, ordinance, rule, regulation, or any industry standards applicable to data privacy, data security, or Confidential Information, in any relevant jurisdiction, including but not limited to Mississippi law and, to the extent applicable, the Health Insurance Portability and Accountability Act ("HIPAA"), as amended by Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act").
- (iv) *PERS Data:* any data that is PERS' or data that is collected by or provided to Contractor in connection with the Services provided under this Contract, including but not limited to Confidential Information.
- (v) *Personally Identifiable Information (PII):* is any and all data (regardless of format) that (i) identifies or that can be used to identify, contact, or locate a natural person; or (ii) pertains in any way to an identified natural person, meaning any information relating to an identified or identifiable individual. For the avoidance of doubt, PII includes, but is not limited to, (i) any personal information as defined by Miss. Code § 75-24-29; (ii) addresses, phone numbers, passport numbers, driver's license numbers, usernames, passwords, credit or debit card numbers, bank account numbers, other financial account numbers, personal identification numbers, dates of birth, Social Security Numbers; or (iii) any other unique identification information. PII does not include publicly available information, nor does it include information that is lawfully made available to the general public from local, state, or federal records.

- (vi) *Process, Processed, and/or Processing*: in connection with the Services provided under this Contract, any operation or set of operations which is performed on PERS Data or on sets of PERS Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
  - (vii) *Security Event*: is any event where there is (i) the loss or misuse (by any means) of or any Confidential Information; (ii) the inadvertent, unauthorized, and/or unlawful disclosure, processing, alteration, control, tampering, access, use, corruption, sale, rental, or destruction of any Confidential Information or other PERS's data information, software, technology, networks, websites, and/or any other breach with respect to any Confidential Information; (iii) any compromise or vulnerability of the services provided under the this Contract which has resulted or could reasonably likely to result in any of the events described in clauses (i) or (ii) above; or any other breach of security as defined by Miss. Code § 75-24-29.
  - (viii) *Subcontractor*: any third party that Contractor engages in furtherance of providing Services under this agreement.
- (b) *Receipt and Ownership of Confidential Information*. As part of this Contract and the relationship established hereby, Contractor may receive certain Confidential Information, as defined above, whether orally or in writing. Any PERS Data received by Contractor will be and remain, as between the Parties, the property of PERS. Contractor will not assert a lien or other right against PERS Data, nor will Contractor commercially exploit PERS Data. Contractor acknowledges and agrees that PERS retains all right, title and interest in the PERS Data, notwithstanding any reformatting, modification, reorganization or adaptation of the PERS Data (in whole or in part) during its incorporation, storage, or processing, or the creation of derivative works from the PERS Data. Contractor shall process PERS data only for the purpose of performing the Services under this agreement, pursuant to documented instructions from PERS, or when required to do so by applicable law and, to the extent allowed by that law, the Contractor informs PERS of the legal requirement before Processing.
- (c) *Maintaining Confidentiality*. Contractor shall at all times: (i) protect the Confidential Information from and against unauthorized use, disclosure, modification, or loss with the same degree of care that it uses to protect its own confidential information, and in no event using less than reasonable care; (ii) not use the Confidential Information except to the extent necessary to exercise rights or fulfill its obligations under this Contract; and (iii) keep the Confidential Information strictly confidential and shall not disclose any of the Confidential Information to any other person or entity, or take or use any of the Confidential Information for its own purposes (except as may be necessary in connection with the performance of its obligations under this Contract), except (i) if such Confidential Information becomes generally known to the public, other than due to a breach of this Contract by the party receiving the Confidential Information hereunder; or (ii) in connection with the enforcement of this Contract. Contractor may disclose the Confidential Information to a court or governmental body pursuant to a valid court order, law, subpoena or regulation, provided that the Contractor: (a) promptly notifies PERS of such requirement as far in advance as possible to the extent advanced notice is lawful; and (b) provides reasonable assistance to PERS in any lawful efforts by PERS to resist or limit the disclosure of such Confidential Information.
- (d) *Safeguards*. To the extent applicable, Contractor shall comply with all relevant Data Laws, and Contractor will maintain reasonable administrative, physical, and technical safeguards for the security and protection of the confidentiality, and integrity of any PERS's data, information, software, technology, networks, Confidential Information, and/or websites to which it has access. Those safeguards shall include, but will not be limited to, (i) measures to preventing unauthorized access, use, modification, or disclosure of PERS data, information, and Confidential Information; (ii) reasonable protections and encryption in transmission and when stored at no less than the Advanced Encryption Standard; (iii) a Disaster Recovery Plan and/or a Business Continuity Plan~~tr~~, maintained at all times during the term of this Contract, that will require Contractor to resume full performance of the Services within the prescribed terms after an interruption due to a disaster or other circumstance outside Contractor's control; (iv) off-site back-up storage on a daily basis of all data and materials of any type whatsoever which are related to the

Contractor's obligations under the contract or which are produced in whole or in part in connection with the contract; (v) measures that ensure Contractor will physically secure and maintain control over all paper and electronic media (e.g., computers, electronic media, paper receipts, paper reports, and faxes) that contain PERS data, information and/or Confidential Information; (vi) data location restrictions that limit the storage, processing, and/or access to any PERS data, information and Confidential Information to only within the continental United States; (vii) annual data security and privacy training to all Contractor principals, agents, or employees which is appropriate to train any personnel providing services to PERS under this contract an appropriate understanding of data security risks and current best practices; (viii) implementation of reasonable vulnerability scans and virus detection/intrusion software; (ix) measures to restrict access to PERS data, information, and/or Confidential Information to an "as needed" basis only; (x) take commercially reasonable measures consistent with the highest industry standards to prevent the introduction of malware or disabling code; and (xi) any other safeguards or security controls as set forth in this Contract (or any document related thereto). Contractor shall ensure that it regularly, but in no event less than annually, evaluates, tests and monitors the effectiveness of its safeguards, and shall promptly adjust and/or update its safeguards as reasonably warranted by the results of such evaluation, testing, and monitoring. If PERS requests that Contractor implement additional security measures, Contractor shall not unreasonably refuse or delay implementation of such measures. PERS shall have the right to audit Contractor's data security and privacy compliance with this Contract (or any other document related thereto) and/or with any applicable local, state, federal, or international law(s). Such audits shall be conducted during Contractor's normal business hours, upon reasonable prior notice, and no more frequently than once per year during the term of the Contract, unless in response to a Security Event or otherwise agreed to by the parties. Contractor shall promptly respond to and remediate any deficiencies identified in such audit. Contractor shall respond to any security survey which PERS requests and shall provide SOC reports and their response annually.

- (e) *Subcontractors.* PERS acknowledges and agrees that Contractor may engage subcontractors or other third parties to process PERS data, information, and Confidential Information, provided that Contractor obtains prior written approval from PERS. Contractor shall limit the disclosure of PERS's data, information, and/or Confidential Information to those of its principals, agents, employees, and/or subcontractors with a need to access such Confidential Information to exercise its rights and obligations under this Contract, provided that all such principals, agents, employees, and/or subcontractors are subject to binding disclosure and use restrictions at least as protective as those set forth herein. Any subcontractor or other third party used by Contractor to perform under this Contract must adhere to all terms of this Contract, including, but not limited to, any requirements, obligations, or restrictions relating to data security and privacy and/or Confidential Information, and Contractor shall enter into a written contract or other legally binding agreement with subcontractor imposing the same data security and privacy requirements, obligations, or restrictions and requiring the subcontractor to provide sufficient guarantees to implement and maintain reasonable administrative, physical, and technical measures. Contractor shall be liable for the subcontractor's acts and omissions to the same extent as if such acts and omissions were performed by Contractor.
- (f) *Notification of Security Event.* Contractor shall immediately, and in any case within 72-hours, notify PERS of any Security Event or suspected Security Event. Contractor shall immediately investigate any such Security Event and immediately take all necessary steps to eliminate or contain the exposures that led to such Security Event. Contractor shall make such notification in writing and shall provide the following information: (i) the nature and scope of the Security Event, (ii) any unauthorized access to or use of Confidential Information, (iii) any unauthorized disclosure, misuse, alteration, destruction or other compromise of Confidential Information by Contractor, its workforce, or its subcontractors, of which Company becomes aware, and (iv) the remedial action taken or proposed to be taken with respect to such misuse or disclosure to restore the security of the information systems compromised in the Security Event in order to prevent further unauthorized acquisition, release, or misuse of Confidential Information. Such notification obligation shall remain in perpetuity throughout the Security Event. Contractor will (i) at PERS's sole discretion, either undertake Remediation Efforts (as defined below) at its sole expense or reimburse PERS for PERS's reasonable costs and expenses in connection with taking Remediation Efforts, and (ii) ensure that the plan associated with such Remediation Efforts includes components aimed at preventing the recurrence of the same type of Security Event. PERS shall have the sole right to determine its own Remediation Efforts and also whether Contractor's Remediation Efforts are reasonable, and (i) whether notice of any Security Event will be provided to any individuals, regulators, law enforcement agencies, or consumer reporting agencies and (ii) the contents of such notice, whether any

type of remediation may be offered to affected individuals, and the nature and extent of any such remediation. Notwithstanding anything in this Contract to the contrary, PERS reserves the right to use Contractor's name in the notification of any such Security Event. At the sole discretion of PERS, Contractor agrees to either provide such notice or reimburse PERS for the actual costs of notification. Contractor agrees to pay associated mitigation expenses incurred by PERS including, but not limited to, costs associated with providing notice, printing, mailing, credit monitoring, identity theft protection, call center services, etc., if PERS determines in its sole discretion that a Security Event by Contractor is significant enough to warrant such measures.

- (g) *Remediation Efforts.* Contractor will consult with PERS regarding any Remediation Efforts with respect to any Security Event related to its services under this agreement and associated PERS data or other information. For the purposes of this Section, "Remediation Efforts" means, with respect to any Security Event, activities designed to remedy a Security Event which may be required by a Data Law or by PERS policy or procedures, or which may otherwise be necessary, reasonable, or appropriate under the circumstances, commensurate with the nature of such Security Event. Remediation Efforts may include, but are not limited to: (i) development and delivery of legal notices to affected individuals or other third parties as may be required by a Data Law or as otherwise appropriate; (ii) establishment and operation of toll-free telephone numbers (or, where toll-free telephone numbers are not available, dedicated telephone numbers) for affected individuals to receive specific information and assistance; (iii) provision of free credit reports, credit monitoring and credit or identity repair services for affected individuals; (iv) provision of identity theft insurance for affected individuals; (v) cooperation with and response to regulatory inquiries and other similar actions; (vi) undertaking of investigations (internal or external) of such Security Event; and (vii) cooperation with and response to litigation with respect to such Security Event.
- (h) *Reconstruction of Data:* If any PERS Data held by Contractor is lost or destroyed for any reason – other than documented instruction from PERS to destroy such data – the Contractor shall, at its own expense, promptly reconstruct such documents, files, data or programs from the back-up materials Contractor is required to maintain under this contract. Contractor shall provide priority allocation of time and resources necessary to promptly complete such reconstruction.
- (i) *Effects of Termination.* Any other remedy notwithstanding, PERS reserves the right to terminate this Contract immediately upon written or verbal notice to PERS should a material breach of the "Confidential Information" clause or any related clauses or a Security Event occur or be threatened. The parties agree that Contractor's disclosure of Confidential Information, except as provided herein, may result in irreparable injury for which a remedy in money damages may be inadequate. The parties further agree that in the event of such breach or threatened breach of the "Confidential Information" clause or related clauses or Security Event, PERS may be entitled to seek an injunction to prevent the breach or threatened breach without the necessity of proving irreparable injury or the inadequacy of money damages, in addition to remedies otherwise available to PERS under this Contract, at law, or in equity.
- (j) *Data Return and Destruction.* Upon PERS's request, upon termination of this Contract, or as otherwise directed by PERS, Contractor shall return all originals, copies, duplicates, reproductions, printouts, and/or summaries of all PERS data, information, and/or Confidential Information as well as any other tangible materials or devices provided by PERS, or at PERS's discretion, destroy such information and materials and provide written confirmation of said destruction by the Contractor to PERS within 30 days of PERS's request or the date of termination or completion of this Contract. Contractor shall ensure that any residual magnetic, optical, or electrical representation of PERS data, information, and/or Confidential Information that has been deleted may not be retrieved or reconstructed when storage media is transferred, becomes obsolete, or is no longer usable or required under the Contract. Contractor shall (1) render data unreadable when storage is recycled, disposed of, or accessed by any means outside of authorized applications; (2) ensure that data retention and destruction aligns with PERS requirements and policies as well as comply with Data Laws; and (3) ensure PERS Data stored on Contractor media (e.g., hard drive, optical discs, tapes, paper, etc.) is rendered unreadable or unattainable in accordance with the NIST Guidelines for Media Sanitization (Special Pub 800-88) prior to the media being recycled or otherwise disposed. Contractor shall ensure that no PERS Confidential Information is comingled with that of other trading partners to the extent Contractor would be unable to fulfill the requirements of this paragraph.

- (k) PERS shall have the right to amend the “Confidential Information and Data Security” clause requirements on 30 days prior notice to Contractor. If Contractor is unable or unwilling to comply with the revised requirements, Contractor must notify PERS at its earliest reasonable opportunity.
- (l) *Survival of Obligations.* The “Confidential Information and Data Security” clause and all related clauses shall survive the termination or completion of this Contract and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Contract on behalf of, or under the rights of the Contractor following any termination or completion of the Contract so long as Contractor has Confidential Information.

This Contract has been entered into and executed by the parties hereto as of the day and year first above written.

\_\_\_\_\_  
H. RAY HIGGINS JR.  
EXECUTIVE DIRECTOR  
PUBLIC EMPLOYEES’ RETIREMENT SYSTEM

\_\_\_\_\_  
CONTRACTOR

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

The Contractor shall provide one (1) on-site worker during business hours Monday – Friday, 11:00 AM to 5:30 PM, and after business hours, 5:30 p.m. until services are completed. The Contractor shall perform the following services upon request of PERS in fulfillment of the purpose of contract.

**NOTE:** PERS shall provide **ALL** paper products to include paper towels, tissue, trash bags and liners, hand soaps, and deodorizers. Contractor shall provide **ALL** cleaning chemicals, agents, and equipment.

#### **Restrooms**

##### **Daily:**

8. Clean and disinfect all toilet bowls, seats, and all urinals
9. Clean and disinfect all countertops, basins, fixtures, and dispensers
10. Spot clean walls, doors, and partitions
11. Clean all mirrors
12. Damp mop and disinfect all hard surface floors
13. Empty, clean, and disinfect all trash receptacles and sanitary disposals
14. Restock with all necessary supplies; paper towels, toilet tissue, etc.

##### **Weekly:**

1. Vacuum all levels, ventilating grills, and dust light fixtures
2. Thoroughly clean/scrub and disinfect floors and baseboards

#### **Office Areas-Floors 1-4**

##### **Daily:**

1. Vacuum all carpeted areas, spot clean as needed
7. Empty wastebaskets and trash cans, replace liners
8. Hand dust and wipe clean all exposed surfaces, office furnishings, file cabinets, fixtures, paneling, windowsills, and all other horizontal surfaces
9. Spot clean all interior glass, partitions, doors, and sidelights
10. Sweep, damp mop all hard surface floors
11. Disinfect and clean water fountains

##### **Weekly:**

1. Buff all tile flooring in the file rooms
2. Polish furniture
3. Clean chair pedestals
4. Vacuum upholstered furniture
5. Vacuum window treatments
6. Wipe baseboards

#### **Break Rooms and Patio**



**Daily:**

1. Empty trash cans and replace liners
2. Damp wipe and clean tables, chairs, vending machines, microwaves, countertops, refrigerators, and sinks
3. Sweep/damp mop all hard surface floors
4. Spot clean walls, doors, and interior glass
5. Sweep exterior landing

**Weekly:**

1. Buff all tile flooring

**Lobby**

**Daily:**

1. Vacuum all carpeted areas
2. Sweep/damp mop all hard surface floors
3. Empty all trash cans, replace liners as needed

**Weekly:**

1. Clean and buff tile flooring

**Stairwells**

**Daily:**

1. Broom sweep
2. Damp mop
3. Damp wipe railing and sills

**Weekly:**

1. Buff tile landings

**As Needed – at least once per month**

1. Scrub rubber treads
2. Recoat all landings with floor finish

**Garage**

**Daily:**

1. Empty trash cans, replace liners
2. Vacuum elevator
3. Clean interior elevator glass
4. Damp wipe cab doors, buttons, and fixtures
5. Damp wipe tracks

**Weekly:**

3. Broom sweep and damp mop stairwells

4. Clean smoking hut

### **Elevators and Foyers**

#### **Daily:**

1. Sweep and damp mop marble
2. Buff and polish marble
3. Clean interior and exterior cab doors and track
4. Clean interior control panels, walls, and light fixtures

### **Provide Day Worker**

#### **Daily:**

1. Monday thru Friday from **11:00 a.m.** until **5:30 p.m. one on-site day worker**
2. Monday thru Friday from **5:30 p.m., after business hours until duties completed**

### **Job Duties for Day Worker**

1. **11:00 AM:** Begin in restrooms on the 4<sup>th</sup> floor. Replenish tissue, towels, and soaps if needed. Check toilets, urinals, and floors for needed attention. Clean if required. Continue working down to floors, 3, 2, and 1. check Director's restroom.
2. **1:00 PM:** Go to garage elevators. Vacuum and polish stainless doors, walls, and railings. Clean buttons and panels. Clean and polish exterior doors and panels. Use a broom to remove cobwebs from building entrances on the 1<sup>st</sup> floor.
3. **1:30 PM:** Lunch break
4. **2:00 PM:** Go to patio area and sweep leaves, debris, and empty trash. Use a broom to remove cobwebs from overhangs and light fixtures.
5. **2:15 PM:** Return to building interior and begin dusting first floor lobby windowsills, countertops, furnishing, and fixtures. Clean door glass. Polish elevator doors, interior panels, and railings. Be sure to polish interior and exterior doors from top to bottom. Proceed to floors 2, 3, 4, and basement to polish exterior elevator doors and panels on each floor.
6. **3:00 PM:** Return to breakrooms on each floor and wipe tables, counter tops, and chairs. Clean boardrooms on the 4th floor.
7. **4:00 PM:** Clean and vacuum basement offices.
8. **4:30 PM:** Begin deep cleaning of restrooms to include disinfect toilets and urinals, replace matting, replenish towels, tissue, and soap as

needed. Sweep, mop, and disinfect floors.

9. **5:30 PM:** End duties

- On days that the board meets, worker should come in early to make sure that restrooms are clean and stocked prior to the arrival of board members. Board room should be checked for vacuuming, dusting and making sure that all areas are clean and tidy.
- Being on time each day and early arrival for board meeting days is IMPERATIVE, as well as all other assigned duties.

NOTE: A schedule of board meetings for the year 2026, can be accessed at:  
[www.pers.ms.gov](http://www.pers.ms.gov), under General Interest, Board Meetings

February 25, 2026	10:00 a.m.
April 22, 2026	10:00 a.m.
June 24, 2026	10:00 a.m.
August 26, 2026	10:00 a.m.
October 28, 2026	10:00 a.m.
December 16, 2026	10:00 a.m.

## **EXHIBIT B: ADDITIONAL/OPTIONAL TERMS AND CONDITIONS**

**1. Attorney's Fees and Expenses.** In the event Contractor defaults on any obligations under this Agreement, Contractor shall pay to [Agency] all costs and expenses, without limitation, incurred by [Agency] in enforcing this Agreement or reasonably related to enforcing this Agreement. This includes but is not limited to investigative fees, court costs, and attorneys' fees. Under no circumstances shall [Agency] be obligated to pay attorneys' fees or legal costs to Contractor.

**2. Authority of Signatory.** Contractor acknowledges that the individual executing the contract on behalf of the [Agency] is doing so in his or her official capacity only. To the extent any provision contained in the contract exceeds the signatory's authority, Contractor agrees that it will not look to that individual in his or her personal capacity or otherwise seek to hold him or her individually liable for exceeding such authority.

**3. Authority to Contract.** Contractor warrants: (1) that it is a validly organized business with valid authority to enter into this agreement; (2) that it is qualified to do business and in good standing in the State of Mississippi; (3) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (4) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

**4. Confidentiality.** [Agency] is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act of 1983. Mississippi Code Annotated §§ 25-61-1, et seq. If a public records request is made for any information provided to [Agency] by Contractor, [Agency] shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information – unless Contractor has previously indicated the information is not a trade secret or confidential commercial and financial information. The [Agency] shall not be liable to the Contractor for disclosure of information required by court order or required by law.

**5. Contract Assignment and Subcontracting.** Contractor acknowledges that it was selected by [Agency] to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of [Agency], which may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of Contractor's obligations hereunder without consent of the [Agency] shall be null and void. Approval of a subcontract by the [Agency] shall not be deemed to be approval of the incurrence of any additional obligation of the [Agency]. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that [Agency] may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

**6. Contractor Personnel.** The [Agency] shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the [Agency] reasonably rejects staff or subcontractors, Contractor shall provide replacement staff or subcontractors satisfactory to the [Agency] in a timely manner and at no additional cost to the [Agency]. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

**7. Copyrights.** Contractor agrees that the rights and title to any copyrightable material first produced under this agreement belongs to [Agency]. Contractor hereby grants to [Agency] a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted or copyrightable work which is incorporated in the material furnished under the agreement regardless of whether it was first produced under this agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others.

**8. Disclosure of Confidential Information Required by Law.** In the event that either party to this Agreement receives notice that a third-party has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the other party's data or other information, the party subject to the subpoena or other legal process shall promptly inform the other party at the earliest reasonable opportunity, unless prohibited by law from doing so. Thereafter, the party subject to the legal process shall respond to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1, et seq.

**9. Entire Agreement.** This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the [Agency] and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the [Agency] or Contractor on the basis of draftsmanship or preparation hereof.

**10. Failure to Deliver.** In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the [Agency], after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the [Agency] may have.

**11. Failure to Enforce Does Not Constitute Waiver.** Failure by the [Agency] at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the [Agency] to enforce any provision at any time in accordance with its terms.

**12. Force Majeure.** Each party shall be temporarily excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the Agency in writing at its earliest reasonable opportunity of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. All parties shall make reasonable efforts to minimize the impact of the force majeure event on contract performance. The [Agency] may exercise any rights it has under the contract which are available when neither party is in default.

**13. Indemnification.** To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the [Agency] its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the [Agency]'s sole discretion, upon approval of the Office of the Mississippi Attorney General and the [Agency], Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and the [Agency]. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the [Agency] shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and the [Agency], which shall

not be unreasonably withheld.

**14. Independent Contractor Status.** Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the [Agency]. Nothing contained herein shall be deemed or construed by the [Agency], Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the [Agency] and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the [Agency] or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the [Agency] and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the [Agency]. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the [Agency], and the [Agency] shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The [Agency] shall not withhold from the contract payments to Contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the [Agency] shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the [Agency] for its employees.

**15. Information Designated by Agency as Confidential.** Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor, or its subcontractor(s) shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor(s) without the express written approval of the [Agency] may result in the immediate termination of this agreement.

**16. Information Designated by Contractor as Confidential.** Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. The services to be provided, the unit prices and overall price to be paid, and the term of the contract shall not be deemed a trade secret or confidential commercial or financial information.

**17. Infringement Indemnification.** Contractor warrants that the materials and deliverables provided to the [Agency] under this agreement, and their use by the [Agency], will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the [Agency] the right to continue using such items without additional cost to the Agency. Should Contractor fail to obtain for the [Agency] the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense.

In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require the [Agency] to discontinue using such items, in which case Contractor will refund to the [Agency] the fees previously paid by the [Agency] for the items the customer may no longer use, and shall compensate the [Agency] for the lost value of the infringing part to the phase in which it was used, up to and including the contract price for said phase. Said refund shall be paid within 10 business days of notice to the [Agency] to discontinue said use.

Scope of Indemnification: Provided that the [Agency] promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, indemnify, and hold harmless the [Agency] against any such claims, including but not limited to any expenses, costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement. In the [Agency]'s sole discretion, upon approval of the Office of the Mississippi Attorney General and the [Agency], Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the

Mississippi Attorney General and the [Agency]. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the [Agency] shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and the [Agency], which shall not be unreasonably withheld.

**18. Modification or Renegotiation Required by Change in Law.** The parties agree to renegotiate the agreement in good faith if Federal and/or State revisions to any applicable laws or regulations make changes in this agreement necessary. This agreement may be modified only by written agreement signed by the parties hereto and approval by the Public Procurement Review Board, if required.

**19. Non-Solicitation of Employees.** Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least one year after this agreement terminates unless mutually agreed to in writing by the [Agency] and Contractor. Any such employment or solicitation for employment shall be in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121.

**20. Notices.** All notices required or permitted to be given under this agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address. For the Agency: For Contractor: Contact Person, Title Contact Person, Title Agency Agency Address Address City, State, Zip City, State, Zip

**21. Oral Statements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the [Agency], agreed to by Contractor, and approved by the Public Procurement Review Board, if required.

**22. Ownership of Documents and Work Papers.** [Agency] shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to [Agency] upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files and shall obtain written permission from [Agency] to use such workpapers, subject to any copyright protections.

**23. Priority.** The contract consists of this agreement, the IFB (RFx No. 3160007718), attached hereto as Attachment A, and the Contractor's bid submitted in response, attached hereto as Attachment B. Any ambiguities, conflicts, or questions of interpretation of this contract shall be resolved first by reference to this agreement and, if still unresolved, by reference to Attachment A and, if still unresolved, by reference to Attachment B. Omission of any term or obligation from this agreement shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

**24. Quality Control.** Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the [Agency].

**25. Record Retention and Access to Records.** Contractor shall maintain such financial records and other records

as may be prescribed by the [Agency] or by applicable Federal and State laws, rules, and regulations. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the [Agency] or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are relevant to this agreement. All records related to this agreement shall be retained by Contractor for three years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.

**26. Recovery of Money.** Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the [Agency], the same amount may be deducted from any sum due to Contractor under the contract or Invitation for Bids for Lawn & Landscaping Services PVL Attachment H: Sample Contract Page 49 of 51 under any other contract between Contractor and the [Agency]. The rights of the [Agency] are in addition and without prejudice to any other right the [Agency] may have to claim the amount of any loss or damage suffered by the [Agency] on account of the acts or omissions of Contractor.

**27. Requirements Contract.** During the period of the contract, Contractor shall provide all services described in the contract. Contractor understands and agrees that this is a requirements contract and that the [Agency] shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the [Agency] for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the [Agency] is under no obligation to Contractor to utilize any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the [Agency] may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

**28. Right to Audit.** Contractor shall maintain such financial records and other records as may be prescribed by the [Agency] or by applicable Federal and State laws and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the [Agency], whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the [Agency], the Mississippi State Auditor's Office, and/or other entity of the State.

**29. Severability.** If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

**30. State Property.** Contractor will be responsible for the proper custody and care of any State-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.

**31. Third Party Action Notification.** Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.