REQUEST FOR PROPOSAL
TO PROVIDE
SECURITY SERVICES

THE BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
3825 RIDGEWOOD ROAD, ROOM 412
JACKSON, MS 39211

RFP NO: 2016:084

DUE DATE AND TIME
August 4, 2016 2:00 PM

CONTACT PERSON: PHIL CUMBERLAND
Ph. 601-432-6315
PCUMBERLAND@MISSISSIPPI.EDU
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The Board of Trustees of State Institutions of Higher Learning (IHL) requests proposals from qualified vendors specializing in providing trained armed security services for the Education and Research Center campus located at 3825 Ridgewood Road Jackson, Mississippi 39211. Buildings covered in this Request for Proposals (RFP) are as follows; Mississippi Public Broadcasting, University Center, Paul B. Johnson, and Power Plant, all located on 3835 Ridgewood Rd Jackson, MS 39211 campus.

Proposals will be opened at 2:00 PM CT on Thursday, August 4, 2016 at 3825 Ridgewood Road, 4th floor, conference room, Jackson, Mississippi 39211. Names of respondents will be read aloud. No other information will be discussed at that time. No activity on the part of the respondents at the proposal opening, other than attendance and note taking, is permitted. Any attempt to qualify or change any proposal by any respondent in attendance may result in the rejection of the proposal.

The successful vendor must be available to start within two weeks upon award.

It is the intent of IHL to enter into a firm fixed price contract for the services outlined herein. Proposals should be based on a fixed fee that includes all anticipated fees.

Proposals must be submitted no later 2:00 PM CST, August 4, 2016.

E-Mail to:  pcumberland@mississippi.edu

Deliver to:  Board of Trustees of State Institutions of Higher Learning
           Attention: Procurement Department
           3828 Ridgewood Road Suite 412
           Jackson, MS 39211

Fax to:  601-432-6315
Attention: Phil Cumberland
BUSINESS OVERVIEW AND BACKGROUND

The Board of Trustees is the constitutional governing body of the State Institutions of Higher Learning and is located at The Education and Research Center located at 3825 Ridgewood Road Jackson, Mississippi 39211.

The Commissioner of Higher Education is the chief executive officer of the state university system and is responsible for assisting the Board in the administration of the Board's policies and bylaws. Divisions of the Commissioner's Office include, but are not limited to, academic and student affairs, construction and physical affairs, finance and administration, legal affairs and research and planning.

1. GENERAL TERMS AND CONDITIONS

Respondents have read and understand the following general terms and conditions related to this solicitation:

1.1 Awarded vendor will be expected to sign a Contract for Services for a term of one (1) year with four (4) years of optional renewal that contains the provisions set out within Attachment D.

1.2 IHL reserves the right to reject any and all proposals and IHL has the right to waive minor defects or variations of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a respondent with the proposal for IHL to properly evaluate, IHL has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

1.3 In case of default of contractor, IHL reserves the right to purchase any or all items and/or services in default in open market, charging contractor with all costs of default.

1.4 All materials, products and/or services offered must be guaranteed to meet the requirements of the specifications indicated, given or referred to in this solicitation.

1.5 IHL reserves the right to make an award which is determined to be to the best interest of the State of Mississippi. The award does not have to go the lowest respondent. This is not an advertisement for bids. This is a request for proposals for a prospective service contract.

1.6 IHL reserves the right to reject any proposal which do not conform to the requirements set forth in this RFP. Proposals may be rejected for reasons which include, but not limited to, the following:

1.6.1 The proposal contains unauthorized amendments to the requirements of the RFP;

1.6.2 The proposal is conditional;

1.6.3 The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous;

1.6.4 The proposal is received late;

1.6.5 The proposal is not signed by an authorized representative of the party;

1.6.6 The proposal contains false or misleading statements of references; and,

1.6.7 The proposal does not offer to provide all services required by the RFP.
1.7. Respondent represents that he/she has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the proposal.

1.8. The right of vendor to proceed may be terminated after notice and hearing if the Board of Trustees of State Institutions of Higher Learning determines that vendor or any agent or other representative of vendor gave or agreed to give an inducement to any IHL employee or official or to the spouse of same in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request associated with this prospective agreement, as listed in Miss. Code Ann. 97ll-53.

1.9. The respondent’s signature on the RFP is a guarantee that the prices quoted have been arrived at without collusion with other eligible respondents and without effort to preclude the Board of Trustees of State Institutions of Higher Learning from obtaining the lowest possible competitive price.

1.10. From the date of release of this RFP, until a Letter of Intent is issued, all contacts with the IHL shall be made through the Procurement Office unless otherwise noted in the RFP. Violation of this condition may be considered sufficient cause for rejection of a proposal, irrespective of any other consideration.

1.11. The contract may be renewed at the discretion of IHL upon written notice to contractor at least (60) days prior to the contract anniversary date for a period of one (1) year under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed four (4).

1.12. The procurement method to be used is that of competitive negotiation from which IHL is seeking the best combination of price, experience and quality of service. Discussions may be conducted with vendors who submit proposals. Likewise, IHL also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

1.13. The respondent should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Mississippi Cod Annotated 25-61-9 and 79-23-1 (1972, as amended). Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.

2. INSTRUCTION AND RESPONSE FORMAT

2.1. Instruction

2.1.1. Proposals must be received, in writing, by IHL by the date and time specified. IHL is not responsible for any delays in delivery or expenses for the development or delivery of proposal. Any proposal received after proposal opening time will be rejected and returned unopened.

2.1.2. Vendors must submit an original, marked as such, and five (5) copies of all materials required for acceptance of their proposal by the proposal due date.

2.1.2. To prevent opening of proposals by unauthorized individuals, all copies of the proposals that are delivered must be sealed in a package clearly marked DO NOT OPEN with RFP number and project information as on Cover Sheet.
2.1.3 Proposals or alterations by phone will not be accepted.
2.1.4 Legibility, clarity and completeness of proposal are important and essential.
2.1.5 Proposal must be signed by individual(s) legally authorized to bind the firm. All information requested should be submitted. Failure to submit all information requested may result in receiving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information will be found nonresponsive and rejected.
2.1.6 Proposal must contain a statement that the proposal and the price(s) contained therein shall remain firm for a period of one hundred twenty (120) days.

2.2 Proposal Contents

2.2.1 Title Page: Note the RFP subject, the name of the Proposer’s firm, address, telephone number, email address, contact person, and date.
2.2.2 Table of Contents
2.2.3 Management and Operations Summary: Provide project operation plan and work schedule plan indicating the scope of the proposal and the firm’s understanding of the project. This should include, but not be limited to, acknowledgement and agreement with all requirements as well as explanations, where applicable, of the intended plan to achieve the requirements. Describe how services will be provided. Describe the services that will be provided. Provide samples of any reports that will be available. Service and quality control procedures including maintenance tracking methods. In addition to this RFP an IHL campus site visit will be scheduled to assist in your response to this RFP.
2.2.4 Proposal: Proposal must be signed by the person in the vendor’s organization who is responsible for the decision as to the prices being offered or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices.
2.2.5 Experience and capacity: Describe the experience of the firm in providing the service, given number of years the service has been provided to a similar sized facility. Stipulate whether organization is national, regional, or local and provide the location of the office from which work is performed for these services. Stipulate if the organization has been involved in litigation within the last five (5) years or if there are any pending litigation arising out of the organization’s performance. If so, please list.
2.2.6 Personnel: Provide resumes of persons who will be authorized to make representations for the firm. Resumes should include a title, description of their experience, his/her name, qualifications, and other accounts assigned. Identify the personnel assigned to IHL will be the point of contact for all inquiries/concerns related to the contract including service issues/interruptions, billing disputes/questions, etc. If the personnel is replaced, a resume of the replacement should be presented to the contract administrator prior to starting duties. What is the turnover rate of the personnel that perform the security services? Any guard provided must have undergone a thorough criminal background check including, but not limited to, fingerprint check, criminal records check, sex offender registration records check, military dishonorable discharge, and drug screening at the vendor’s expense and prior to hire. Must
be able to perform personnel requirements listed in section 7.4 of this
RFP. IHL reserves the right to request a change in the assigned security
uards at its discretion.

2.2.7 **Security:** Proposals should include a description of the security plan used by the
proposing firm to ensure adequate background checks on employees. IHL would
be strongly opposed to having anyone on campus that could be considered a
potential hazard to the IHL, its staff, or its visitors. This would include but not
limited to: convicted sex-offenders or convicted felons.

2.2.8 **Reference:** Give at least three (3) references for contracts of similar size and
scope to IHL. Include at least two (2) references for current contracts or those
awarded during the past three (3) years. Include the name of the organization,
the length of the contract, a brief summary of the work and the name,
telephone number and email address of a contact person. Explain the similarity
of the projects to the IHL project. Use Vendor Reference Form (Attachment B).

2.2.9 **Acceptance of conditions:** Indicate any exceptions to the solicitation document
terms, conditions and requirements. Failure to indicate any exception will be
interpreted as the respondent’s intent to comply fully with the requirements as
written.

2.2.10 **Additional data:** Provide any additional information that will aid in evaluation of
the response.

2.2.11 **Cost data:** Provide cost information on the Proposal Response Sheet
(Attachment A) Cost data submitted at this stage is not binding and is subject to
negotiation if proposal is chosen as a finalist.

2.2.12 **Insurance Coverage:** Within ten (10) days after execution of a contract and prior
to commencing any work under this contract, the Contractor shall furnish
evidence of insurance to IHL. The insurance coverage shall comply with
insurance requirements as described in Section 2 of IHL’s Standard Contract
(Attachment D).

2.2.13 **Financial Information:** Include a completed W9. PARTICIPATION OF SMALL,
WOMEN, AND MINORITY OWNED BUSINESSES: It is the policy of IHL to
contribute to the establishment, preservation, and strengthening of small
businesses and businesses owned by women and minorities and to encourage
their participation in universities procurement activities. IHL encourages vendors
to provide for the participation of small businesses and businesses owned by
women and minorities through partnerships, joint ventures, subcontracts, and
other contractual opportunities. A copy of your company’s most recently
audited financial statement, and any other explanatory documentation that
would clarify and/or substantiate the proposal. Include all additional information
that will be essential to the understanding of the proposal. This might include
diagrams, excerpts from manuals, or other explanatory documentation that
would clarify and/or substantiate the proposal.

2.2.14 **Proposal Checklist:** A checklist of information is listed as Attachment C.

3. **COST REQUIREMENTS**

3.1 Respondent certifies that the prices submitted in response to the solicitation have been
arrived at independently and without, for the purpose of restricting competition, any
consultation, communication or agreement with any other respondent or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposed.

3.2 Cost shall be “fully loaded” including all materials, equipment, travel expenses, per diem and all other necessary costs to fully and successfully complete the requirements.

3.3 IHL is not liable for any cost incurred by a vendor in the process of responding to the RFP.

4. QUESTIONS AND AMENDMENTS

4.1 Questions

4.1.1 Request for additional information and questions should be addressed to Procurement Officer Phil Cumberland in writing at pcumberland@mississippi.edu no later than the date listed in the Solicitation Schedule in Section 6.

4.1.2 The IHL shall provide written response to all questions received in writing on or before the written question submittal deadline.

4.1.3 Questions received in relation to this RFP shall be answered and sent to all Respondents who are listed as having obtained the RFP.

4.1.4 All questions and answers will be published on the IHL website http://www.mississippi.edu/finance/procurement.html within the time reflected in the Solicitation Schedule in Section 6.

4.2 Amendments

4.2.1 Respondents shall be notified in writing of any changes in the specifications contained in this Request for Proposal.

4.2.2 All addenda, amendments, and interpretations to this solicitation shall be in writing. Any amendment or interpretation that is not in writing shall not legally bind IHL.

4.2.3 Respondents shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal. The acknowledgement must be received by the IHL by the time and at the place specified for receipt of proposals.

4.2.4 Should an amendment to the RFP be issued, it will be posted on the IHL website http://www.mississippi.edu/finance/procurement.html. Further, respondents must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgement must be received by IHL in the time and at the place specified for receipt of RFPs. It is the respondent’s sole responsibility to monitor the website for amendments to the RFP.

5. EVALUATION AND AWARD

5.1 Evaluation Process
5.1.1 A selection committee shall review and evaluate all proposals according to the criteria set forth under this section. It is important that Respondents emphasize specific information pertinent to the work.

5.1.2 Evaluation of the proposals will be based on but are not limited to the categories listed in Section 2.2 of this RFP and information listed below.

5.1.2.1 Cost Data.
5.1.2.2 The financial ability from the companies most recently audited financial statements to provide the services required to fulfill the contract requirements and/or any information that would clarify and/or substantiate the proposal. Also a W9.
5.1.2.3 Experience and qualifications
   5.1.2.3.1 Management Operations Summary.
   5.1.2.3.2 Work Schedule.
   5.1.2.3.3 Signed Proposal
   5.1.2.3.4 Experience and capacity in providing the service required in this RFP.
   5.1.2.3.5 Resumes and Turnover Rate.
   5.1.2.3.6 Security plan used to ensure adequate background checks.
   5.1.2.3.7 Acceptance of the solicitation noting exceptions.
5.1.2.4 Proper licensing.
5.1.2.5 Insurance bond.
5.1.2.6 References.
5.1.2.7 Added Value.

5.1.3 Up to an additional 5 points may, at the discretion of IHL, be added to the proposal’s score for clearly demonstrated “added value”.

5.1.4 IHL reserves the right to conduct discussions with any or all respondents, or to make an award of a contract without such discussions based only on evaluation of the written proposals. IHL reserves the right to contact and interview anyone connected with any past or present projects with which the respondent has been associated. IHL may make a written determination showing the basis upon which the award was made and such determination shall be included in the procurement file.

5.1.5 IHL reserves the right to request additional information or clarification from a respondent. The Respondent’s cooperation during the evaluation process in providing the IHL staff with adequate responses to request for clarification will be considered a factor in the evaluation of responsiveness. Lack of such cooperation or failure to provide the information in a manner required may, at the State’s discretion, result in the disqualification of the proposal.

5.1.6 IHL reserves the right to request oral presentations if additional information and/or clarification is required.

5.1.7 IHL reserves the right to reject any, part of, and/or all proposals at any time. IHL reserves the right to visit the respondent’s place of business to verify the capacity and type of equipment and personnel available for servicing this contract prior to making a determination in awarding of this contract.
event that IHL rejects any, any part of or all proposals, IHL shall not be responsible for any costs incurred by any respondent in submitting a proposal.

5.2 Award

5.2.1 If a satisfactory contract cannot be negotiated with the highest qualified Respondent, negotiations will be formally terminated. Negotiations shall then be undertaken with the second highest rated and so on.

5.2.2 A contract will be issued after the award (if an award is made) and will become an integral part of the contract process.

5.2.3 A written notice to proceed will be issued prior to commencement of services.

5.2.4 Responsive respondent will be notified in writing of IHL’s intent to award a contract as a result of this RFP.

5.2.5 After notification of the intent to award is made, and under the supervision of agency staff, proposal scoring and pricing will be available for public inspection, by appointment, from 8:30 AM to 2:00 PM at 3825 Ridgewood Road, fourth floor, room 412, Jackson, Mississippi. Vendors may schedule reviews with the Procurement Officer.

5.2.6 Upon award of contract, successful respondent will be asked to provide a transition plan and timeline and obtain IHL’s input and concurrence before moving forward.

6. SOLICITATION SCHEDULE

The important date and times by which actions related to this RFP should be completed:

<table>
<thead>
<tr>
<th>Date of Issuance</th>
<th>Tuesday, July 5, 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Proposal Conference and Site Visit</td>
<td>Tuesday, July 19, 2016 at 9:00 AM</td>
</tr>
<tr>
<td>Questions from Respondents Due</td>
<td>Monday, July 25, 2016 at 2:00 PM</td>
</tr>
<tr>
<td>Answers to Respondents Questions Due</td>
<td>Thursday, July 28, 2016 By Close of Business</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>Thursday, August 4, 2016 at 2:00 PM</td>
</tr>
<tr>
<td>Notice of Award (Estimated)</td>
<td>Tuesday, September 6, 2016</td>
</tr>
<tr>
<td>Contract Start Date (Estimated)</td>
<td>Monday, October 3, 2016</td>
</tr>
</tbody>
</table>

7. PROJECT REQUIREMENTS AND QUALIFICATIONS

7.1 Objective

The Board of Trustees of State Institutions of Higher Learning is soliciting proposals for armed security guard services for the Education and Research Center campus located at 3825 Ridgewood Road, Jackson, MS, 39211. The campus houses several state agencies and covers 35 wooded acres. The IHL anticipates awarding a one (1) year contract with up to four (4) year renewal options. IHL is committed to working with businesses, residents, institutions, and visitors to meet their diverse needs when they visit the campus. IHL counts on the input, support and cooperation of everyone to make parking, pedestrian safety, smooth traffic flow, and workplace safety of vital importance.
7.2 **Scope of Services**

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. Proposer should inspect all assigned facilities and provide a comprehensive security plan to IHL. This plan should include but not be limited to personnel hours and equipment. At least two (2) nightly drive through campus to survey the facilities shall be incorporated within the plan. The security guards shall perform, but not be limited to the following:

7.2.1 Guard will be provided during hours listed in section 7.3.4 below.
7.2.2 Guard shall make an hourly walk through of the interior of the building.
7.2.3 Guard shall patrol the exterior of the building at least twice during every shift.
7.2.4 Guard shall assist staff in the event of an emergency, including helping with the evacuation of the building in emergency situations.
7.2.5 Guard shall report any unusual activity to the contract administrator, and, depending on the severity of the situation, the Jackson Police Department. The guard will support as directed to resolve the situation.
7.2.6 At least two (2) nightly drives through campus to survey the facilities shall be incorporated within the plan.
7.2.7 Guards will be required to carry two-way radios (provided by IHL) and drive marked vehicles provided by the Contractor.
7.2.8 Ensure door and gates are locked and unlocked as required by the IHL.
7.2.9 Monitor all security systems including, but not limited to, burglary, fires, and close circuit television.
7.2.10 Randomly check all boxes and containers taken out of the building to ensure state property is not removed by unauthorized personnel.
7.2.11 Monitor individuals entering building and insure all guests are checked in and issued a guest badge.
7.2.12 Monitor parking in restricted areas.
7.2.13 Adjust schedule to provide security for IHL Board Room on scheduled IHL Board Meetings held every third Thursday.

7.3 **Schedule**

7.3.1 Guard service shall be provided fifty-two (52) weeks per year at the specified times listed on the following chart. The contractor shall be able to provide additional security guard hours beyond those listed with twenty-four (24) hour notice.
7.3.2 Guard service is usually not required if the state government is closed. The IHL Offices are closed for approximately eight (8) holidays per year (Attachment E) and sometimes closes due to severe weather. IHL closures are to be verified with the contract administrator.
7.3.3 The contract administrator may request that guard service be provided even though IHL is closed for holidays or inclement weather.
7.3.4 Hours and guards needed:
<table>
<thead>
<tr>
<th>Day of the Week</th>
<th>Number of Guards</th>
<th>Hours to Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday through Friday</td>
<td>2</td>
<td>7 AM to 7 PM</td>
</tr>
<tr>
<td>Holiday Closing (Attachment E)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7.4 **Personnel** shall perform, but not be limited to the following:

7.4.1 Be in compliance with the Mississippi Department of Public Safety by having current and up to date permits as stated in Mississippi Code 97-37-7. The IHL may have additional weapon qualification requirements as identified by the IHL policy and procedures. A copy of the license must be provided for each security guard.

7.4.2 All personnel furnished by contractor must be able to communicate orally and read and write in English.

7.4.3 All personnel furnished to IHL shall be trained and experienced in building security and in handling all ages of people. Classes are offered on-site. Visitors to the campus range from young children to adults. Personnel should also be fully trained and knowledgeable regarding various equipment used on Campus.

7.4.4 Uniformed security guards must have a minimum of two years of actual experience as an armed guard.

7.4.5 Extensive knowledge and experience in law enforcement, armed services and patrol services procedures.

*Note:* Extensive Knowledge is defined as a broad knowledge of elements of a job and interrelated business areas to develop or direct the development of new methods, procedures or processes, implement their use and integration into existing programs and assume responsibility for peoples and its services.

7.4.6 Specialized training in laws and liabilities, security awareness, mediation and conflict resolution, disaster and emergency situations and managing personnel at various facilities.

7.4.7 Maintain respect for employees, contractors, and visitors and conduct themselves with a high level of professionalism. Maintain a business like demeanor at all times.

7.4.8 Not depart their assigned duty area(s) until they have been properly relieved. Under no circumstances shall any assigned duty area be left abandoned without IHL approval.

7.4.9 Alert to surrounding area of responsibility at all times.

7.4.10 Ensure unauthorized personnel are not permitted on IHL grounds and in facilities at any time.

7.4.11 Avoid using force except when necessary to protect persons and property.

7.4.12 Physically and mentally qualified to perform the requirements of these requirements listed.

7.4.13 High school graduate or hold GED equivalent.

7.5 **Uniforms** shall include, but not be limited to the following:
7.5.1 Guard is to be in uniform at all times while on duty. The uniform shall be neat, clean, pressed and kept in good physical condition. Non-company supplied symbols, pins, buttons, or slogans may not be applied to the uniform.

7.5.2 Wear an identifying name badge with the company logo which shall be clearly visible.

7.5.3 Wear and display an IHL assigned badge.

7.5.4 Maintain a neat and professional appearance at all times.

7.5.5 Carry all equipment necessary in the performance of their duty.

7.6 Site Supervisor

The site supervisor shall be knowledgeable of the specification requirements and post instructions to ensure strict compliance with the requirements are continually maintained. The site supervisor shall make on-site inspections on a weekly basis and provide the IHL contract administrator with a copy of inspection report. Problems and issues shall be handled in the following manner:

7.6.1 Any identified problems or issues shall be corrected within 24 hours.

7.6.2 Corrective measures shall be taken the next day and site supervisor shall provide an expected time of resolution.

7.6.3 If a problem or issue cannot be corrected within 24 hours, the site supervisor shall contact the IHL contract administrator by phone. The site supervisor shall follow up in writing explaining the nature of the problem and why it cannot be corrected within 24 hours.

7.6.4 The site supervisor shall schedule relief for security guard personnel for lunch or breaks each day. Under no circumstances shall any assigned duty area be left abandoned without proper authority.

7.6.5 The site supervisor shall schedule replacement security guard(s) for personnel on personal or sick leave.

7.6.6 Basic supervisory and customer service skills are required, as well as an overall knowledge of operations, locations, and etc.

7.7 Training

7.7.1 If a new security guard is provided subsequent to IHL provided training, the vendor shall ensure the newly assigned security guard is properly trained on IHL security procedures for a minimum of eight hours at no additional cost to IHL, prior to assigning duty locations.

7.7.2 Training shall include, but not be limited to, working on-site at IHL security guard post with a previously vendor-trained guard.

7.7.3 Once individuals are trained, the same individual shall be utilized and assigned to the same IHL post areas and given the opportunity to be cross-trained at other security guard posts.

7.8 Equipment
7.8.1 The Contractor shall provide each guard with all clothing and equipment necessary to perform the tasks described herein and the post orders. These may include, but are not limited to, appropriate seasonal outer garments, flashlights, safety shoes, reflective vests, etc. The Contractor shall ensure that guards have their own transportation for campus patrolling.

7.8.2 The on-site personnel shall use a security station provided by the IHL in the lobby of the Paul B Johnson Building. The phone and computer is to be used for business purposes only. The security station will be stocked with ordinary office supplies. Use of any other IHL equipment without permission of Contract Administrator is prohibited.

7.8.3 The IHL will provide a cell phone and two way radios to be used for business purpose only.

7.8.4 Keys and access cards will be issued to the Contractor by the IHL. The post orders prepared by the Contractor shall have a section that describes the issuance and control of access cards and keys. In the event that the Contractor loses a key or keys, he/she may be responsible for the total cost of key replacement, re-keying of locks, or re-keying of an entire building depending on the severity of the security breach. The Contractor shall report the occurrence of a lost key or access card immediately, following procedures provided by the Contract Administrator.

 Contractor shall require all employees performing under this Contract to personally sign and be responsible for each electronic access card to gain entry to work areas. Access cards are to be used only by the individual who has been assigned the card and approved by the IHL. When an individual is no longer employed by the Contractor, the card must be reassigned using the IHL employee exit procedures. If a card is lost, the Contract Administrator must be notified immediately. Use of electronic pass card by any person other than the individual to whom the card is assigned will be ample cause for termination of the Contract. The IHL reserves the right to charge the Contractor for lost or damaged cards.

7.9 Right of Removal

The IHL reserves the right to require immediate removal of any employee from service it deems unfit for service for any reason not contrary to law. This right is nonnegotiable and the Contractor agrees to this condition by accepting this Contract. The Contractor should have enough qualified guards so as to be able to provide a replacement within twenty-four (24) hours. Posts remaining vacant beyond these time limits may be cause for termination of the Contract.
8. Proposal Signature Page

Company Name: ____________________________________________________________
Address: _________________________________________________________________
City/State/Zip: ____________________________________________________________
Telephone: ________________________ FAX #: _________________________________
Email address: ____________________________________________________________
Federal Tax ID (or Social Security #): _______________________________________
Print Name: ______________________ Title: _________________________________
Signature: ______________________ Date: _______________________________

This form must be signed. All signatures must be original and not photocopies.

Signature signifies the proposal and the price(s) contained therein shall remain firm for a period of one hundred twenty (120) days.
## ATTACHMENT A
### PROPOSAL COST RESPONSE SHEET

<table>
<thead>
<tr>
<th>Service</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular bill rate per hour per officer.</td>
<td>$</td>
</tr>
<tr>
<td>Overtime/Holiday rate per hour per officer.</td>
<td>$</td>
</tr>
<tr>
<td>Campus drive through twice nightly in marked vehicle.</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
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<tr>
<td></td>
<td>$</td>
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<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>
**ATTACHMENT B**

**REFERENCES**

**REFERENCE 1**

Name of Company: ____________________________

Dates of Service: ____________________________

Contact Person: ____________________________

Address: ____________________________

City/State/Zip: ____________________________

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: ____________________________

**REFERENCE 3**

Name of Company: ____________________________

Dates of Service: ____________________________

Contact Person: ____________________________

Address: ____________________________

City/State/Zip: ____________________________

Telephone Number: ____________________________

Cell Number: ____________________________

E-mail: ____________________________
## ATTACHMENT C
### PROPOSAL CHECKLIST

<table>
<thead>
<tr>
<th>2.1.</th>
<th>Original Proposal with five copies following instructions</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.2.1</td>
<td>Title Page</td>
</tr>
<tr>
<td>2.2.2</td>
<td>Table of Contents</td>
</tr>
<tr>
<td>2.2.3</td>
<td>Management and Operations Summary</td>
</tr>
<tr>
<td>2.2.4</td>
<td>Proposal must signed by authorized person.</td>
</tr>
<tr>
<td>2.2.5</td>
<td>Experience and Capacity</td>
</tr>
<tr>
<td>2.2.6</td>
<td>Officers and Site Supervisor Resumes’</td>
</tr>
<tr>
<td>2.2.7</td>
<td>Security/Background checks</td>
</tr>
<tr>
<td>2.2.8</td>
<td>3 References using Reference Form (<em>Attachment B</em>)</td>
</tr>
<tr>
<td>2.2.9</td>
<td>Acceptance of Conditions</td>
</tr>
<tr>
<td>2.2.10</td>
<td>Additional data, <em>not mandatory</em></td>
</tr>
<tr>
<td>2.2.11</td>
<td>Cost Data. Use Proposal Cost Response Sheet (<em>Attachment A</em>)</td>
</tr>
<tr>
<td>2.2.12</td>
<td>Insurance Coverage as described in section 2 of IHL Standard Contract (<em>Attachment D</em>)</td>
</tr>
<tr>
<td>2.2.13</td>
<td>Financial Statement and W9</td>
</tr>
</tbody>
</table>

4.2 Amendments to RFP
ATTACHMENT D

Contractor: ____________________________    Phone Number: ______________
Address:      __________________________________________________________
City: _________________ State: _________ Zip Code: _______________________

Are you currently receiving a benefit from the Public Employees’ Retirement System of Mississippi? Yes ☐ No ☐
If the answer is yes, individual must contact the Office of Human Resources (601.432.6134) to discuss eligibility of
retirees to earn compensation from the IHL Executive Office prior to completing this form.

U.S. Citizen:   Yes         No      If no, Country of Citizenship: _______ and Residence: _______
If no, are you a non-resident alien? _______ Visa Type: _______ Resident Alien: _______
Incorporated:  Yes       No      Small Business, Minority, Woman-Owned? (Circle all applicable)

U.S. Social Security Number or U.S. Federal Tax Identification Number: __________________________

STATEMENT OF WORK:
IHL has determined that these services are essential and could not satisfactorily be performed
by IHL Executive Office employees. Therefore, the Contractor noted above will perform the
services and/or tasks as follows:
_____________________________________________________________________
Contractor shall provide the following: ___________________________________________
(Please reference attachment if additional space required. Any attachment is incorporated into this contract.)
Contract Begin Date: ________________    Contract Completion Date: _________________

CONSIDERATION AND COMPENSATION:  Account to be Charged: _______________
Rate of Pay: (indicate hourly, daily, scheduled deliverables/tasks, total project, etc. ) $________________
(If charged to a Corporation for National and Community Service Grant, consultant daily rate cannot exceed $540.)

Payment Terms: ______________________________________________________________
Services shall not exceed: $____________ Expenses shall not exceed: $_______________
Nature of Expenses: ___________________________________________________________

Signed original invoices referencing the IHL contract number should be submitted to the
following address:
Mississippi Board of Trustees State Institutions of Higher Learning
Attention: IHL contact will be designated upon execution of contract.
3825 Ridgewood Road
Jackson, MS  39211-6453

IHL EXECUTIVE OFFICE CONTACT:
Name: __________________________                Phone Number: _________________
Contractor Certification:  I understand I must submit a signed W-9 Form (available at the
following link: http://www.mississippi.edu/finance/downloads/fw9.pdf). I agree to the terms noted above and
to the general terms and conditions referenced in Appendix A. I am an independent
Contractor for the IHL; therefore, the IHL is not liable for Social Security Contributions
pursuant to Section 418, 42 U.S. Code. Furthermore, IRS Form 1099 will be forwarded at the
end of the calendar year if total payments exceed $600.

Signature of Contractor: _____________________________ Date: ________________

The Mississippi Board of Trustees Institutions of Higher Learning acceptance of contract:
___________________________________ Date: ______________________________
Commissioner (or approved designee)
1. **INDEPENDENT CONTRACTOR:** The Contractor will act as an independent contractor under this contract, and neither the Contractor nor any employee or agent of the Contractor is an employee of the IHL Executive Office. Nothing contained herein shall be deemed or construed by the IHL Executive Office, the 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 IHL Executive Office and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the IHL Executive Office or the Contractor hereunder, create or shall be deemed to create a relationship other than the independent relationship of the IHL Executive Office and the Contractor. Contractor’s personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. IHL Executive Office shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The IHL Executive Office shall not withhold from the contract payments to the Contractor any federal or State unemployment taxes, federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the IHL Executive Office shall not provide to the Contractor any insurance coverage or other benefits, including Workers’ Compensation, normally provided by the State for its employees.

The Contractor will provide the services and achieve the results specified by the IHL, free from the direction or control of the IHL as to means and methods of performance.

2. **INSURANCE.** The Contractor, as an independent contractor, shall provide proof of Comprehensive General Liability insurance, Worker’s Compensation insurance and Commercial Auto Liability Insurance. The Contractor must provide a Certificate of Coverage mailed to the Board of Trustees of State Institutions of Higher Learning, Office of Contracts and Grants Compliance, 3825 Ridgewood Road, Suite 417, Jackson, MS, 39211. The Certificate of Coverage should, at a minimum, contain the name of the carrier, effective and expiration dates of coverage, a description of the covered perils, and the amount of coverage by peril, the name and mailing address of the insurance company, and the name and mailing address of the insurance agent. The Certificate of Coverage must name the Board of Trustees of State Institutions of Higher Learning as an additional insured. The Comprehensive General Liability coverage and the Commercial Auto Liability coverage shall be a minimum amount of Three Million Dollars ($3,000,000) per occurrence and Three Million Dollars ($3,000,000) annual aggregate through an insurance company with a Best rating of A- or higher and a financial size Class X or higher approved by the Mississippi Department of Insurance.

3. **NONRESIDENT ALIEN.** If the Contractor is a nonresident alien performing services in the United States or its territories, the Contractor agrees that proof of visa status (I-94 Form) documenting authorization to receive payment for work performed will be provided to the IHL prior to payment by the IHL.

4. **AUTHORITY TO CONTRACT.** The CONTRACTOR warrants (a) is authorized to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) 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 (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

5. **ACCESS TO RECORDS.** The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices to sufficiently reflect properly all costs of
whatever nature claimed to have been incurred in the performance of the Contract. The IHL, any sponsor, the state of Mississippi, or the Comptroller General of the United States or their authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts and transcripts. Such books and records shall be maintained by the Contractor for three years from the date of the completion of work. Contractor is responsible for any audit discrepancies involving deviation from the terms of the Contract and for any commitments or expenditures in excess of amounts authorized by the IHL.

6. OWNERSHIP OF WORK PRODUCTS. Any discovery, patent, copyright, invention, work papers, software, software applications, written materials, publications, data, information, by-product or end-product arising as a direct result of the performance of this Contract shall be the sole property of the IHL.

7. TERMINATION. Either the IHL or the Contractor may terminate its obligations under this Contract by giving the other party at least 10 days prior written notice of such termination, specifying the intended date of termination; provided, however, that, upon request from the IHL, the Contractor shall continue performance until the IHL can find a replacement contractor or for an additional thirty (30) days after the specified termination date, whichever is the shorter time period. Upon termination, an equitable settlement shall be made for actual costs incurred by the Contractor up to the date of termination.

8. IHL EXECUTIVE OFFICE EMPLOYEES. The Contractor will not hire any employee of the IHL Executive Office to perform any services covered by this agreement without prior written approval from IHL Executive Office Human Resources Department.

9. CONFIDENTIAL INFORMATION. In connection with the contract hereunder, the IHL and the Contractor shall be free to exchange such technical information and know-how as may be necessary to carry out the objective of the agreement. Neither party shall be required to disclose to the other party technical information and know-how which it received in confidence from a third party or which is developed for a third party under conditions giving rise to an obligation or confidentiality. Employees of the IHL Executive Office performing services hereunder shall enter into confidentiality agreements should such exchange of information be needed to conduct the project. The IHL shall have the appropriate individuals execute said agreements and provide copies to the Contractor. The Contractor shall have the appropriate individuals execute said agreements and provide copies to the IHL.

Notwithstanding any provision to the contrary contained herein, it is recognized that the IHL is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, section 25-61-1, et seq., Miss. Code Ann. If a public records request is made for any information provided to the IHL pursuant to this agreement, the IHL shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to this agreement shall be liable to the other party for disclosures of information required by Court order or required by law.

10. ACKNOWLEDGEMENT OF SPONSORSHIP. The Contractor agrees that, in any publication, acknowledgement shall be made of sponsorship by the IHL and/or other sponsor by use of the following statement “This work was performed under the sponsorship of the Mississippi Board of Trustees State Institutions of Higher Learning. This work does not necessarily represent the views of the IHL or the sponsoring agency.” If the publication is copyrighted, the statement “Reproduction of this article, with the customary credit to the source, is permitted,” shall be
added. With the exception of acknowledging sponsorship of research, the name of the IHL may not be used in publications, news releases, advertising, speeches, technical papers, photographs, and other releases of information regarding this Contract or data developed under this Contract without written approval of the IHL.

11. APPLICABLE LAW. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the state. The CONTRACTOR shall comply with applicable federal, state, and local laws and regulations. If a court determines that any provision of this contract is not enforceable against IHL, the CONTRACTOR agrees that the individual signing this agreement on behalf of IHL is not personally responsible or liable for any of the obligations and duties contained herein.

12. INDEMNIFICATION. To the fullest extent allowed by law, the CONTRACTOR shall indemnify, defend, save and hold harmless, protect, and exonerate IHL, its Commissioner, 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, attorney’s fees, 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 agreement. In IHL’s sole discretion, the CONTRACTOR may be allowed to control the defense of any such claim, suit, etc. In the event the CONTRACTOR defends said claim, suit, etc., the CONTRACTOR shall use legal counsel acceptable to IHL; the CONTRACTOR shall be solely responsible for all costs and/or expenses associated with such defense, and IHL shall be entitled to participate in said defense. The CONTRACTOR shall not settle any claim, suit, etc., without IHL’s concurrence, which IHL shall not unreasonably withhold.

13. CONFLICT OF INTEREST. The Contractor affirms that, to the best of his/her knowledge, there exists no actual or potential conflict between Contractor’s family, business, or financial interests and his/her services under this Contract, and, in the event of change in either his/her private interests or service under this Contract, he/she will inform the IHL regarding possible conflict of interest that may arise as a result of such change.

14. AVAILABILITY OF FUNDS AND EXPENDITURE APPROVAL. It is expressly understood and agreed that the obligation of IHL to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the Agreement are at any time not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which the funds were provided or if funds are not otherwise available to IHL, IHL shall have the right upon ten (10) working days written notice to the CONTRACTOR, to terminate this Agreement without damage, penalty cost, or expense to IHL of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

15. SEVERABILITY. If any term or provision of this contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of the contract shall be valid and enforceable to the fullest extent permitted by law.

16. TOTAL AGREEMENT. This Contract contains the entire agreement between the parties, superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions that are not contained in this Contract shall be binding. This Contract
may not be changed except by mutual agreement of the parties. Any such change shall be reduced to writing and signed by both parties.

17. CONTRACT CHANGES. The IHL may, at any time, by written order, make changes within the general scope of the contract or any of its task orders as to the services or work to be performed. If such changes cause an increase or a decrease in the CONTRACTOR’s cost or time required to perform any services under this contract or assigned task orders, whether or not changed by an order, the IHL shall make an equitable adjustment and modify this contract, or the appropriate task order, in writing. The CONTRACTOR must assert any claim for adjustment under this clause in writing within thirty (30) days from the date the CONTRACTOR received the IHL’s notification of change, unless the IHL grants additional time before the date of final payment. No services for which the CONTRACTOR will charge any additional compensation shall be furnished without the prior written authorization of the IHL.

18. ASSIGNMENT/TRANSFER/SUBCONTRACTING. The Contractor shall not assign, transfer, subcontract, or otherwise give to or impose on any other party any obligation or right of the Contractor under this Contract, without prior written consent of the IHL.

19. THIRD PARTY ACTION NOTIFICATION. The CONTRACTOR shall give the IHL prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the CONTRACTOR by any entity that may result in litigation related in any way to this contract.

20. EMPLOYMENT VERIFICATION. CONTRACTOR represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. CONTRACTOR agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. CONTRACTOR further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. CONTRACTOR understands and agrees that any breach of these warranties may subject CONTRACTOR to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such.

21. NOTICE. Any notice required or permitted to be given under this contract shall be in writing and sent by certified United States mail, postage prepaid, return receipt requested, to IHL by writing the Mississippi Institutions of Higher Learning, Attention: Office of Contracts and Grants Compliance, 3825 Ridgewood Road, Suite 417, Jackson, MS 39216 or to the CONTRACTOR by writing_________.

The parties agree to promptly notify each other of any change of address.

Contractor signature when form is faxed _______________________________________
Signature and Date (I agree to the terms of the contract included in pages 1 through 5)
ATTACHMENT E

Holidays Observed by All Agencies Occupying the Paul B Johnson Building

- New Year's Day
- Martin Luther King, Jr. Day (Third Monday in January)
- Memorial Day
- Independence Day (Fourth of July)
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day
- Christmas Eve if designated by the Governor and approved by the IHL Commissioner.
- New Year’s Eve if designated by the Governor and approved by the IHL Commissioner.