



**2300 Government Street**  
**Ocean Springs, MS 39564**  
**Phone: (228) 875-8239**  
[www.ossdms.org](http://www.ossdms.org) - [Facebook](https://www.facebook.com/OSSDgreyhounds) [Instagram](https://www.instagram.com/OSSDgreyhounds) [TikTok](https://www.tiktok.com/@OSSDgreyhounds) [YouTube](https://www.youtube.com/OSSDgreyhounds)

## **Ocean Springs School District Invitation to Submit RFP Pest Control Services SY25-29**

The Ocean Springs Board of Trustees invites you to participate in an RFP by submitting a proposal for Pest Control Services SY25-29. This invitation will be advertised in the Sun Herald and specifications and guidelines may be obtained by visiting [www.ossdms.org](http://www.ossdms.org) or [www.centrauctionhouse.com](http://www.centrauctionhouse.com) or obtained in the School Business Office, 2300 Government Street, Ocean Springs, Mississippi, 39564. Official Bid Documents may be downloaded, and electronic bids may be submitted at [www.centrauctionhouse.com](http://www.centrauctionhouse.com). For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814. Electronic submittal of proposals is not required, but is encouraged.

### **Bid & Implementation Timeline:**

Posting of Bid Notice to the State Bid Bank	April 2, 2024
First Publication of the Bid Notice by the Newspaper	April 2, 2024
Second Publication of the Bid Notice by the Newspaper	April 9, 2024
Prebid Conference Meeting-OSSD Board Room	April 10, 2023 from 8am-Noon CST
Last Day to Submit Questions	April 12, 2024 at 1:00 PM, CST
Bidder Specification Response Form Return Deadline	April 19, 2024 at 2:00 PM, CST
Recommendation to the BOT	May 14, 2024

RFP may be submitted electronically by contacting Central Bidding at 225-810-4814 and setting up an account or in person or via postal service of choosing to the Ocean Springs School District Business Office, 2300 Government St. Ocean Springs, MS 39564, ATTN: Purchasing. RFP Pest Control Services SY25-29 submissions are to be in a sealed envelope clearly marked: **RFP-Pest Control Services SY25-29** and returned no later than 2:15 PM CST, April 19, 2024 at which time submissions will be opened in the Ocean Springs School District Business Office located 2300 Government Street, Ocean Springs, MS 39564. Late submissions will not be accepted. The Board reserves the right to reject any and all bids, either in whole or in part, or to reject a bid which is in any way incomplete or irregular and to waive informality or waive any part thereof. Questions should be emailed Amy Armata, Purchasing, to [aarmata@ossdms.org](mailto:aarmata@ossdms.org). Answers to questions will be posted as Q&A or Addenda on the following websites: [www.ossdms.org](http://www.ossdms.org) and [www.centrauctionhouse.com](http://www.centrauctionhouse.com)

### **Purpose and Need**

The purpose for this bid is to furnish Pest Control Services for the Ocean Springs School District as listed in the Exhibit A-Pest Control Services.

## **Pest Control Services Contract**

This agreement is entered into between:

(Hereinafter referred  
to as "Contractor")

and

Ocean Springs School District  
PO Box 7002  
Ocean Springs, MS 39566-7002

(Hereinafter referred  
to as "Customer")

For the Buildings:

Oak Park Elementary, Magnolia Park Elementary,  
Pecan Park Elementary, N.E. Taconi Elementary playground,  
OS Upper Elementary, OS Middle School,  
OS High School, Keys Alternative Education Center,  
Greyhound Stadium Complex, Operations/Maintenance  
Complex, Central Administration Building,  
Athletics Complex.

(Hereinafter referred  
to as "Building")

IN CONSIDERATION of mutual benefits and covenants contained herein, Contractor and Customer agree as follows:

1. **Employment.** Customer hereby employs Contractor to provide Pest Control services to the above referenced Buildings.
2. **Scope of Work.** Contractor agrees to supply all labor, equipment, and material necessary to perform services as outlined on Exhibit A. Customer or its agent shall notify Contractor of any change in the areas to be serviced and the date such change shall become effective, said notice to be in writing and received by the Contractor before the effective date of the change.
3. **Contractor Employees.** Contractor shall perform the following duties:
  - a. Contractor shall use reasonable efforts to employ only persons skilled in the performance of Pest Control services;
  - b. Contractor shall certify compliance with OSSD School Board Policy FGDB using form FGDB-E (1) (attached);
  - c. Contractor shall be willing to work with police and submit employees to polygraph tests upon demand of the Ocean Springs School District if the police department feels that it may help in solving cases involving the Ocean Springs School District;
  - d. Contractor shall furnish each employee with a form of identification showing the name of the employee and clearly showing that he is an employee of the Contractor;
  - e. Contractor shall direct its employees to be neatly attired during the performance of the services hereunder;
  - f. Contractor shall insure no smoking, interactions with students, foul language, yelling or fighting will be permitted on the Ocean Springs School District properties;
  - g. Contractor shall comply with and inform its employees of safety and health requirements necessary to comply with the 1970 Williams-Steiger Occupational Safety and Health Act (OSHA);
  - h. Contractor shall designate a supervisor who will be instructed to check the quality of services provided by Contractor employees in performing this Contract;
  - i. Contractor shall comply with the Immigration Reform and Control Act of 1986;
  - j. Contractor must maintain a license to do business in the State Of Mississippi;

- k. Contractor will be responsible for bodily injury and/or property damage caused as a result of services provided.
- 4. **Customer Inspection.** Labor, materials, and supplies furnished by Contractor shall be subject to inspection at any time by the Customer, his agent, or representative. Customer shall notify Contractor of any objections it has to the service performed within five (5) days after the date such services in question were performed. Contractor shall have the right to improve said services within (5) days from the date of the Customer's notice to conform with the Customer's desires as specified in said notice without being in default. Failure of the Customer to give notice in writing objecting to Contractor's performance hereunder shall constitute acceptance of Contractor's performance and Customer shall have no right to withhold payment of any amounts hereunder for the past failure to perform on the part of the Contractor. If notice is given and Contractor fails to perform, the Customer has right to withhold payment until such time as proper service is performed.
- 5. **Insurance.** Contractor shall maintain insurance of the following types and amounts:
  - (a) Commercial General Liability - Combined Single Limit in an amount of \$1,000,000.00 per occurrence with \$2,000,000.00 aggregate;
  - (b) Commercial Auto Liability - Combined Single Limit in an amount of \$1,000,000.00;
  - (c) Workers' Compensation Limits: Statutory-State of Mississippi. Policy shall include a waiver of subrogation in favor of Ocean Springs School District. Employers' Liability: \$100,000.00 Each Accident; \$500,000.00 Disease Policy Limit; \$100,000.00 Disease Each Employee;
  - (d) The Ocean Springs School District shall be named as an additional insured on the General Liability Policy and Automobile Policy;
  - (e) Fidelity bonds shall be secured on all of Contractor's employees in amounts not less than \$5,000.00 per individual and \$25,000.00 per occurrence; and,
  - (f) Proof of coverage must be placed on file with the school district by the Contractor and kept current throughout the term of this Contract.
- 6. **Customer Non-Interference.** The parties hereby mutually acknowledge that Contractor has a substantial investment in the training and preparation of its employees in order for the Contractor to fulfill its obligations hereunder.
  - (a) Contractor must advise and discipline its employees for discussing employment matters with the Customers personnel;
  - (b) During the term of the Contractor's employment and for a period of three (3) months following the termination thereof, Customer agrees not to employ for the purpose of performing Pest Control services on the Buildings, any employee of Contractor who performed services pursuant to this Contract;
  - (c) Contractor shall waive the terms of the above items, in consideration of a mutually agreed fee paid to the Contractor for the employment of Management and/or Supervision staff.
- 7. **Liability for Loss.** Contractor shall be responsible for and shall indemnify and hold harmless Customer from and against any and all claims, demands, liabilities, or damages which may be suffered by, accrued against, charged to, or recoverable from the Customer by reason of the sole negligence or proven dishonesty of Contractor, its employees or agents in connection with the performance of the services hereunder.
- 8. **Miscellaneous.**
  - (a) This contract shall be construed in accordance with the laws of the State of Mississippi.
  - (b) This contract constitutes the entire agreement of the parties and all additions or changes hereto shall be in writing;
  - (c) Materials used to control pests in and around facilities shall conform to federal, State and local laws and regulations, and shall be used with all due precautions in accordance with the labels and specifications. Materials used in performance of work are to be carried in

and out of facilities and never left on the premises where occupants might come in contact.

- (d) Permit, Licenses, and Notices-vendor shall make application for and obtain necessary permits and licenses from the appropriate governing body. Vendor's personnel shall be properly licensed for pest control application, as required by the State of Mississippi. OSSD shall not pay or be responsible for the payment of any fees or license or permit fees., or other costs or expenses of Vendor's performance of the contract.
- (e) The continuing covenants of the parties contained in this contract shall survive the termination thereof;
- (f) By the signature below, the individual executing this Contract on behalf of the Customer has full power and authority to execute this Contract and thereby bind, jointly and severally, Customer (if other than owner of Building) and owner of Building to the terms of this Contract;
- (g) If any portion of this Contract be legally adjudicated invalid or unenforceable, the parties do hereby covenant and agree that such portion or portions are absolutely and completely severable for all other portions of this Contract, and such other provisions shall constitute the agreement of the parties.

9. **Terms of Service.** The terms of this Contract shall commence **July 1, 2024** and shall continue until **June 30, 2029**. The Customer and the Contractor may mutually agree on or before June 30, 2025 to extend the terms of the contract for a period of up to four successive years, subject to the approval of the Board of Trustees on an annual basis. In the event the Contract is extended, the terms set forth herein shall remain in full force and effect unless modification in writing by both parties. That either party may terminate this Contract by providing the other party with forty-five (45) days advanced notice of the intent to quit. That upon serving written notice to the other party, the party desiring to terminate the Contract shall comply with all terms set forth herein until the expiration of the forty-five (45) day period. Additional services must be mutually agreed upon by both parties.

10. **Work Hours.** Contractor is required to schedule its services with the Director of Operations. The Contractor shall use reasonable efforts not to interfere with the normal routine of the Building's tenants.

11. **Compensation.** Throughout the term of this Contract, Customer shall pay to the Contractor the sum of \$\_\_\_\_\_ per quarter based on specifications in accordance with the following terms:
- (a) Payment will be made no later than forty-five (45) days after the month that the contract begins assuming:
    - (1) There are no unresolved problems with the service as outlined in Section 4;
    - (2) There is a duplicate copy of a bill for the appropriate amount presented to the Ocean Springs School District Business Office no later than five days after the end of the service month;
    - (3) There are no additional charges on the bill that were not specifically approved by the Superintendent or the Director of Operations;
    - (4) There are no liability and/or insurance problems with required coverages and limits.
  - (b) Customer acknowledges that Contractor's compensation is based on Contractor not working these days: Christmas Day, New Year's Day, Independence Day, Thanksgiving Day, and Labor Day.
  - (c) Extra services/special projects must be specifically authorized by the Superintendent or Director of Operations at the costs accepted on the Contractor's proposal

12. This Contract may not be assigned or transferred without the prior written consent of both parties. Subcontractors may not be used to provide services.

13. It is the sole responsibility of the Contractor to obtain all necessary licenses and permits required by Federal, State, County, and Local regulations and ordinances.

14. In the event that the Contractor shall file bankruptcy, the Customer should be entitled to terminate the contract upon providing 5 days written notice to the Contractor.

IN WITNESS THEREOF, this contract has been executed on the dates listed under the signatures of the parties below and shall become binding when the fully executed contract is approved by the Ocean Springs Board of Trustees.

Contractor

Ocean Springs School District

\_\_\_\_\_

\_\_\_\_\_

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

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

## **Exhibit A – Pest Control Services**

**Scope of Work: The service shall consist of furnishing the following services at a minimum.**

### **1. Monthly Services Includes:**

Cafeteria to include the kitchen and perimeter areas of the kitchen for the pests' listed in Quarterly Service section. A purchase order will be issued each month for these services.

### **2. Quarterly Service Includes:**

Service all common areas of buildings listed and concession stands for the treatment of:

- American Cockroaches
- Fleas (indoor)
- Mice
- Brown Banded Cockroaches
- Ticks (indoor)
- Rats
- German Cockroaches
- Pill bugs/Sow bugs
- House Crickets
- Oriental Cockroaches
- Spiders
- Earwigs
- Smokey Brown Cockroaches
- Silverfish
- Household Ants
- Crazy Ants-Paratrechina Longicornis
- Millipedes/Centipedes
- Fire Ants-Playground areas

### **3. Twice a Year Service:**

- Spray all classrooms prior to school beginning and prior to students returning in January.
- Service all playgrounds for fire ants twice a year, prior to school beginning and prior to students returning in January using a Bifen gradual produce and then as needed at no additional charge.

### **4. Yearly Service:**

Termites-Inspect all buildings listed on contract 1 time per year. Treat active areas at no charge and issue a year warranty as per state specification.

**5. Unscheduled Services include but not limited to:**

Service offices and classrooms and cafeterias on an as-needed basis for targeted pests when the need arises. There may be an additional cost for these items. These include the following pests:

Bats (removal or exclusion)

Birds

Squirrels, raccoons and any other varmints

Gnats and mosquitoes on all sports fields and seating areas as needed (liquid and fogging treatments).

Bees/wasp/hornets (removal and/or exclusion)

Snakes (removal)

Flies (in and around schools and in trash receptacles as needed)

Active Termite treatment outside of yearly inspection, includes 1-year warranty as per state specification.

Contractor agrees to supply all labor, equipment, and material necessary to perform such services. Customer or its agent shall notify Contractor of any change in the areas to be serviced and the date such change shall become effective, said notice to be in writing and received by the Contractor before the effective date of the change. Services are to be performed after students have left the premises.

## STANDARD TERMS OF AGREEMENT AND CONDITIONS OF BID/RFP/RFQ

For the purposes of clarity, the terms contractor, vendor and seller shall be synonymous. The terms Ocean Springs School District and owner shall be synonymous. The terms BID and Proposal shall be synonymous.

**1. Purchases:** Every purchase by the Ocean Springs School District of goods, services, or both, shall be governed by the following terms and conditions, except to the extent that such terms, and conditions are specifically modified or altered by the terms and conditions of the specifications sheet/s.

**2. Gratuities:** The District may, by written notice to the Seller, cancel this contract without liability to Seller and District if it is determined by District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to an officer or employee of the District with a view toward securing a BID or securing favorable treatment with determinations with respect to the performance of such BID. In the event this BID is canceled by District pursuant to this provision, District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller. Prohibition against Personal Interest in Bids: If any member of the Board of Trustees of the District or any employee of the District has any interest, either direct or indirect, in the business of the Seller, such interest must be disclosed in Seller's BID. At the discretion and interpretation of the District, such interest may disqualify the Seller/Vendor as meeting the requirements of this BID.

**3. Special Tools and Test Equipment:** If the price stated in the Proposal includes the cost of any special tooling or special equipment fabricated or required by Seller for the purpose of fulfilling Seller's obligations, such special tooling equipment and any process sheets related thereto shall become the property of the District, to the extent feasible, and shall be identified by the Seller as such.

**4. Warranty and Price:** The price to be paid by the District shall be contained in Seller's proposal which Seller warrants to be no higher than Seller's current prices on order for products/services of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this BID upon an agreement or understanding for commission, percentage, brokerage, or contingent fee that would exceed the BID proposal pricing. For breach or violation of this warranty, the District shall have the right in addition to any other right or rights to cancel this BID without liability and to deduct from the BID price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**5. Warranty Products:** Seller shall not limit or exclude any implied warranties. Any attempt to do so shall render this BID void at the option of the District. Seller warrants that the goods/services furnished will conform to the specification, drawings and descriptions contained in the BID Documents and to the sample/s furnished by Seller, if any.

**6. Safety Warranty:** Seller warrants that the product or service sold/distributed in the District shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product/service does not conform to OSHA standards, District may discontinue the use of products/services at the Sellers expense.

**7. No Warranty by District against Infringements:** As part of this BID for sale, Seller agrees to ascertain whether goods manufactured or services provided in accordance with the specifications attached to the agreement will give rise to the rightful claim of any third person by way of infringement or the like. District makes no warranty that the production of goods/services according to the specification will not give rise to such a claim. In the event the Seller is sued on the grounds of infringement or the like will result, the Seller will notify District to the effect in writing, of the notification of infringement. If District does not receive notice and is subsequently held liable for the infringement or the like, Seller will indemnify the District and hold District harmless from any loss, cost or expense. If Seller ascertains that production of the goods/services in accordance with the specifications will result in infringement or the like, this BID shall be null and void. The Seller at the end of the warranty period shall deliver to the District any and all documents and operating manuals for technology, equipment, telecommunication access/passwords and training to maintain the equipment to continue to operate the systems.



**8. Commitment of Current Revenue:** The BID is conditioned on a best effort attempt by this governing body to obtain and appropriate funds for payment of the BID and the continuing right to terminate. This BID is a commitment of the District's current revenues only. the district shall have the right upon ten (10) working days written notice to the offeror, to terminate or modify the agreement without damage, penalty, cost of expenses to the district of any kind whatsoever. The effective date of termination or modification shall be as specified in the notice of termination or modification.

**9. Certification of Independent Price Determination**

The offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without for the purpose of restricting competition—any consultation, communication, or agreement with any other bidder or competition relating to those prices, the intention to submit a bid or the methods or factors used to calculate the prices bid.

**10. Advertising:** Seller shall not advertise or publish, without District's prior consent, the fact that District has entered into this BID, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

**11. Right to Assurance:** Whenever one party to this BID in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days of the request, the demanding party may treat this failure as an anticipatory repudiation of the BID.

**12. Independent Contractor:** Seller shall perform the services and/or provide goods required by the BID Document as an independent contractor and shall furnish such services/goods in its own manner and method. Under no circumstances or conditions shall any agent, servant, or employee of Seller be considered as an employee of the District. No act performed or representation made, whether oral or written, by the contractor with respect to third parties shall be binding on Ocean Springs School District. Offeror holds harmless the Ocean Springs School District from and against any claim, loss, expense, or damage to any person or property arising out of this contract.

**13. Hold Harmless:** Seller shall fully indemnify, save and hold harmless the District, its officers, employees, and agents (hereafter "the indemnities") against any and all liability, damage, loss, claims, demands and actions of any nature whatsoever on account of personal injuries (including, without limitation on the foregoing, worker's compensation and death claims), or property loss or damage of any kind whatsoever, which arise out of or in any manner connected with, or are claimed to arise out of or be in any manner connection with, the performance of the BID and its awarded products/services. Seller shall, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demand and actions.

**14. Assignment Delegation:** No right or interest in this BID shall be assigned or delegation of any obligation made by Seller without the written approval of the District. No BID or its provisions may be assigned, sublet or transferred without the written consent of the District. The performance of this BID by Seller is of the essence of the BID and the District's right to withhold consent to such assignment or delegation by Seller shall wholly void and hold totally ineffective for all purposes unless made in conformity with this paragraph.

**15. Waiver:** No claim or right arising out of a breach of this BID can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

**16. Modifications:** The signed BID can be modified or rescinded only by a written request signed by both parties and their duly authorized agents.

**17. Modification to Specifications:** Any and all variances from the items specified must be submitted in writing to the Business Office in addition to detailed manufacturer's specifications ten (10) days prior to BID Opening.

**18. Non-Resident Vendors:** Non-resident vendors must include documentation of the non-resident vendor's state preference laws. This is the amount or percentage of preference states give to resident

vendors from their own state when awarding Bids. If the local state does not have a non-resident vendor's preference law, please attach a letter stating such. Such non-resident preferences shall be treated in a reciprocal manner.

**19. Applicable Law:** This BID shall be governed by the Mississippi Code as enacted by legislature which is effective and in force on the date of this BID together with any other laws of the United States, The State of Mississippi, Ordinances of the County of Jackson, Mississippi and the City of Ocean Springs, Mississippi and the policies and procedures of the Ocean Springs School District.

**20. Interpretation Evidence:** The BID Documents are intended by the parties as the final expression of their agreement and are intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by codes, is used in this agreement, the definition contained in the code is to control.

**21. E-Verify Program:** Vendor/Seller 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 with 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. Vendor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Vendor/Seller 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. Vendor/Seller understands and agrees that any breach of these warranties may subject Vendor/Seller 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 cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Vendor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

**22. Venue:** Both parties agree that venue for any litigation arising from this BID shall lie in Jackson County, Mississippi.

**23. Payments:** No partial payments will be given for services/products until the job/order is complete.

**24. Disbarment:** Each Vendor will certify that: no federal or state suspension or debarment is in place, no criminal history of the firm/vendor or its employees exist, there is no collusion involved in presenting the BID or its components, the minimum insurance requirements are in place.

**25. Federal Funds:** This Bid may be funded in whole or in part with federal funding and could be subjected to applicable federal laws and regulations, all clauses required by federal statutes and Equal Opportunities and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200-Contract Provisions for Non-Federal Entity Contracts under Federal Awards, and any other provisions required by law or regulations.

**26. SAM.gov Document:** Any prospective vendor must be registered through the United States' System for Award Management (SAM) to do business with the federal government and must have a valid DUNS number.

**27. Bid Protesting Policy:** See OSSD Board of Trustee's policy DJEDD-Bid Protest Policy for details.

## **Ocean Springs School District Board Policy FGDB: Project Administration Contract Awards Procedure**

Whenever the Ocean Springs School District contracts for janitorial, landscaping, vending services, lawn service transportation, construction or any other service, the Superintendent or his/her designee shall ensure the following:

1. The contracting entity shall provide the district with a list of all employees who may come into contact with students.
2. The contracting entity shall certify in writing that each employee who may come into contact with students has completed a criminal history background check and Child Abuse Registry check and that no disqualifying information has been located.
3. The contracting entity shall certify in writing that all employees who may come into contact with students have not been convicted of any crime of violence, serious felony, or any offense listed therein: possession or sale of drugs; murder, manslaughter, or armed robbery; rape, sexual battery, or sex offense as Listed in MS Code Section 45-31-3 (1); child abuse, arson, grand larceny, or burglary; or gratification of lust or aggravated assault. If any employee of a contractor has been determined to be guilty of a crime of violence, serious felony, or any offense as outlined above, the employee of the contractor shall be prohibited from entering district property in the presence of any student.
4. The contracting entity shall certify in writing that no employee has been determined to be a sex offender in the child abuse registry. Any employee identified in the child abuse registry shall be prohibited from entering district property.
5. General Contractors shall also assure that employees of sub-contractors have not been convicted of a crime of violence, serious felony, or any offense included in #3; and, shall further complete child abuse registry checks for employees of all sub-contractors.
6. In the event of an emergency or exceptional circumstance, such as where a student's health or safety is in jeopardy or when immediate repairs are needed to make a building safe for student, the Superintendent may relax the requirements of the policy for a period of time necessary to rectify the exceptional or emergency situation.
7. In situations involving employees of a contracting entity which have no contact with students, the Superintendent shall be authorized to relax the requirements of the policy.
8. The Superintendent may, in his/her discretion, also be authorized to decline enforcement of this policy with respect to vendors who deliver food, supplies, and soda and snack machine vendors.

In the letting of public contracts, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state, city, county, parish, nation or political subdivision having laws granting preference to local contractors shall be awarded Mississippi public contracts only on the same basis as the non-resident bidder's state, city, county, parish, nation or political subdivision awards contracts to Mississippi contractors bidding under similar circumstances. Resident contractors actually domiciled in Mississippi, be they corporate, individuals or partnerships, are to be granted preference over non-residents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state, city, county, parish, nation, or political subdivision of domicile of the non-resident. MS Code Section 31-7-47 (1995)

LEGAL REFERENCE: MS Code as cited ADOPTED: 01/13/2009 Ocean Springs School District Date Adopted: 1/13/2009 9

FGDB—E (1)

**CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

The undersigned does hereby certify to the Board of Trustees for the Ocean Springs School District ("District") as follows:

That I am representative of \_\_\_\_\_ ("Contractor"), currently under contract with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that all of its employees, as well as, employees of subcontractors, who may come into contact with students during the term of the contract with the District have had a criminal background check completed, as well as, a child abuse registry check and none have been located on the child abuse registry nor have any employees been found guilty of any crime of violence, serious felony, or offense listed in the District's School Board Policy FGDB.

A complete and accurate list of Contractor's employees and of all of its Subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as

Exhibit B.

The Contractor's employees and employees of the Subcontractors that were located on the child abuse registry or who were convicted of a crime of violence, serious felony, or offense listed in the District's School Board Policy FGDB are as follows:

- 1.
- 2.
- 3.
- 4.

Contractor acknowledges that he has reviewed School Board Policy FGDB of the Ocean Springs School District.

Dated: \_\_\_\_\_

Contractor

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

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

SWORN TO AND SUBSCRIBED BEFORE ME this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOTARY PUBLIC

My Commission Expires:



## **Mandatory Addendum to all Ocean Springs School District Agreements or Contracts**

**This Addendum between the Ocean Springs School District (“OSSD”) and (“Vendor”/ “Contractor”) is an integral part of the agreement or contract.**

**Vendor/Contractor acknowledges that OSSD is a state subdivision and is subject to the laws of the State of Mississippi governing actions of state agencies. Vendor/Contractor further acknowledges that OSSD does not waive, relinquish or forfeit any of the rights, benefits, protections, guaranties or prohibitions that may be provided under any law, statute, regulation or policy. The parties agree that this Addendum is incorporated into the agreement/contract and agree that should any provision of the agreement/contract conflict with this Addendum, the terms of the Addendum control.**

1. OSSD agreements or contracts are governed by the laws of the State of Mississippi. Any provision that purports to set venue outside of the State of Mississippi is deleted.
  - a. *U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).*
2. OSSD does not waive its sovereign immunity. OSSD shall only be responsible for liability resulting from the negligent actions of its officers, agents, and employees acting within the course and scope of their official duties.
  - a. *Miss. Code Ann. § 11-46-1, et seq.*
3. OSSD does not waive its Constitutional Eleventh (11th) Amendment immunity.
  - a. *U.S. Const. Amend. XI.*
4. Any reference to OSSD waiving its right to a trial by jury are deleted.
  - a. *Miss. AG Op., Chamberlin (October 18, 2002).*
5. OSSD does not agree to any provisions wherein the credit of the State of Mississippi is pledged or loaned in aid of any person, association, or corporation.
  - a. *Miss. Const. Art. 14 § 258; Miss. AG Op., Stringer (January 25, 2006).*
6. Any reference to payment of attorney’s fees by OSSD are deleted.
  - a. *Miss. AG Op., Nowak (January 23, 2009); Miss. AG Op., Stringer (January 25, 2006).*
7. OSSD does not agree to pay extra compensation, fees, or allowances after service rendered or agreement or contract made, or for any payment not authorized by law.
  - a. *Miss. Const. Art. 4, § 96; Miss. AG Op., Stringer (January 25, 2006).*
8. Any references to OSSD limiting OSSD’s damages to the agreement or contract price or any other set amount are deleted.
  - a. *Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).*
9. Any references to OSSD indemnifying or holding harmless the Vendor or Contractor or any other party are deleted.
  - a. *Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).*
10. Any provisions limiting the time for OSSD to pursue legal action are deleted.
  - a. *Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).*

11. Any reference to OSSD waiving any cause of action it may have against Vendor or Contractor or any other party as a result of Vendor or Contractor's breach of the contract or agreement, or Vendor or Contractor's own negligence or willful misconduct or the negligence or willful misconduct of Vendor or Contractor's employees or agents are deleted.
  - a. *Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).*
12. Any reference to OSSD limiting damages, remedies or waiving any claim are deleted.
  - a. *Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).*
13. Any provisions giving the Vendor or Contractor exclusive control over litigation are deleted. OSSD does not agree that Vendor or Contractor may represent, prosecute or defend legal actions in the name of OSSD.
14. Any references to OSSD submitting to binding arbitration are deleted.
  - a. *Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002)*
15. With the exception of any expressed limitation of remedies for breach of implied warranties of merchantability and fitness for a particular purpose concerning computer software and services performed on computer hardware and computer software, which are sold between merchants, any provisions which would limit the Vendor or Contractor's liability to OSSD or allow Vendor or Contractor to waive any applicable warranties (express or implied) are deleted.
  - a. *Miss. Const. Art. 4 § 100; Miss. Code Ann. §75-2-719; Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Chamberlin (October 18, 2002); Miss. AG Op., Long (February 22, 2009).*
16. Any references to OSSD limiting or waiving any common law warranty are deleted.
  - a. *Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).*
17. OSSD does not make any warranty.
  - a. *Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).*
18. OSSD will deliver payments to Vendor or Contractor. Any provision that requires OSSD pay Vendor or Contractor any late charges is governed by Miss. Code Ann. § 31-7-305.
19. OSSD is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Miss. Code Ann. § 25-61-1, et seq., and the Mississippi Accountability and Transparency Act of 2008, Miss. Code. Ann. § 27-104-151, et seq.
20. Vendor or Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, et seq., and will register and participate in the status verification system for all newly hired employees. Any provision penalizing OSSD for hiring an employee who works for the Vendor or Contractor is deleted.
21. The continuance of any OSSD contract/agreement is based on the availability of funds. Should there be no funds available for any succeeding funding period; the contract or agreement will be canceled as of the end of the funding period with no further obligation on the part of OSSD. This contract/agreement is cancellable with thirty (30) days' notice to the vendor at the end of the fiscal period in the event funds are not appropriated by the funding authority. (Any property covered by a lease shall be returned to lessor).
22. Any provision requiring OSSD to name the vendor or contractor as an additional insured is deleted.
23. Neither party may assign its rights or delegate its duties under the contract or agreement without the prior written consent of the other party, which shall not be unreasonably withheld.
24. Vendor/Contractor recognizes that OSSD, as a political subdivision of the State of Mississippi, enters into this agreement/contract only to the extent authorized by Mississippi law.
25. Vendor/Contractor acknowledges that the individual executing the agreement or contract on behalf of OSSD is doing so only in his/her official capacity only, and to the extent that any provision contained in the agreement/contract exceeds his/her authority, Vendor/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.

**CONTRACTOR**

By: \_\_\_\_\_  
(Original Signature of Principal or General Agent)

NAME/TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: Beginning date of agreement/contract \_\_\_\_\_ Through June 30, 2025.

**OCEAN SPRINGS SCHOOL DISTRICT**

By: \_\_\_\_\_  
(Original Signature of Authorized Representative)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Ocean Springs School District  
Pest Control Services Proposal-Assurances**

Please initial each item listed below. If an item is not initialed, it will be noted that the Contractor does not accept the item. These items will be considered as part of the proposal package.

- \_\_\_\_\_ 1. Contractor acknowledges receipt of Contract language and Scope of Work. Contractor is submitting signed contract.
- \_\_\_\_\_ 2. Contractor acknowledges receipt of OSSD Terms and Conditions and OSSD Contract Addenda. Contractor is submitting signed OSSD Contract Addenda as part of bid package.
- \_\_\_\_\_ 3. Contractor acknowledges receipt of OSSD policy FGDB and FGDB-E1.
- \_\_\_\_\_ 4. Contractor agrees to complete and submit FGDB-E1 form on their Employees, if awarded the contract.
- \_\_\_\_\_ 5. Contractor agrees to maintain the proposed prices for the duration of the contract period.
- \_\_\_\_\_ 6. Contractor has checked the Central Bidding website and OSSD website for addenda.
- \_\_\_\_\_ 7. If Contractor has a Quality Pro and Green Pro certification and/or a written Integrated Pest Management Program designed for schools, please include with submission.



## Bid Response Form

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

Name and Position of Authorized Representative: \_\_\_\_\_

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

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

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

Cost per Quarter for Service:     \$ \_\_\_\_\_

Cost for Monthly Services:         \$ \_\_\_\_\_

Cost for Yearly Services:           \$ \_\_\_\_\_

Cost for Unscheduled Services: **Include a price list for each type of**

**targeted pest on the list.**             \$ \_\_\_\_\_

Signature of Authorized Representative:

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