**BID NUMBER 23-08**

RANKIN COUNTY SCHOOL DISTRICT

NOTICE TO BIDDERS

REQUEST FOR PROPOSAL

**1220 APPLE PARK PLACE**

**BRANDON MISSISSIPPI 39042**

**TELEPHONE**

**(601) 825-5590**

The Rankin County Board of Education will receive sealed bids until **2:00 p.m. TUESDAY, MAY 9, 2023** at the Administrative Office Building of the Rankin County School District, located at 1220 Apple Park Place, Brandon, Mississippi 39042, at which time said bids for the purchase of the following item(s) will be publicly opened, read aloud and taken under advisement:

**DESCRIPTION**

**GARBAGE COLLECTION**

Bids will be awarded or rejected by the Rankin County Board of Education on **7:30 a.m. WEDNESDAY MAY 24, 2023,** or as soon thereafter as conveniently possible.

Electronic bids ***may*** be submitted through the website [www.rcsdplans.com](http://www.rcsdplans.com). Electronic bids are not required by the RCSD but offered as another means to submit a bid.

Items required, specifications, and bid forms may be obtained via the following web address: <https://www.rcsd.ms/about-rcsd/public-bid-information>. You may also obtain the documents in person at the Administrative Office Building of the Rankin County School District, located at 1220 Apple Park Place, Brandon Mississippi.

Inquiries regarding this bid should be directed to Lance Fulcher of the Rankin County School District at the following email: lan200@rcsd.ms.

**VENDOR BID INSTRUCTIONS**

**B-1 - DELIVERY OF BIDS:**

1. The Rankin County Board of Education will receive sealed, competitive bids in the Office of the Director of Purchasing, Administrative Office Building of the Rankin County School District, 1220 Apple Park Place, Brandon, Mississippi, as per the date and time specified on page 1, at which time the bids will be publicly opened, read aloud and taken under advisement.
2. The Bid Proposal form must be received on or before said date and time, neither the dating of the Bid Proposal form nor placing it in the mail by this date will meet the requirements pertaining to this bid. Any bid received after the bid opening date shall be marked **"LATE BID"** and returned to the Bidder unopened.
3. The district will not be responsible for any delays in delivery. It is the sole responsibility of the Bidder that bid proposals reach the above destination by the bid opening date and time.
4. Bids or alterations by fax, telephone or email **WILL NOT** be accepted.
5. If the Rankin County School District Administrative Office Building is closed for any reason, including but not limited to: acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods or other natural disasters (the “Force Majeure Events”), which closure prevents the opening of bids at the advertised date and time, all bids received shall be publicly opened and read aloud on the next business day that the district shall be open and at the previously advertised time. The new date and time of the bid opening, as determined in accordance with this paragraph, shall not be advertised, and all Vendors/Contractors, upon submission of a bid proposal shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be received by the district shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of the district offices as a result of a Force Majeure Event. Each Vendor/Contractor shall be required to ensure the delivery and receipt of its bid by the district prior to the new date and time of the bid opening.

**B-2 - PRICES:**

1. Bid prices, unless otherwise specified, shall be net, including transportation and handling charges fully prepaid by the Bidder.
2. All bids must be firm prices, free of any escalator clauses and free of all additional fees No additional fees can be added in the term of the contract.
3. Prices should include any and all applicable taxes as Rankin County School District is a tax-exempt governing authority, tax exemption letter furnished upon request.
4. While it is the intention of the Rankin County Board of Education to purchase the specified quantities, the right is reserved to accept bids on the basis of individual line item or by total bid price whichever is deemed to provide the maximum benefit to the district. The right is also reserved to omit any item or reduce quantities as necessary to bring the total cost within budgetary provisions.
5. Any bid on any item should include a unit price and an extended price if requested on the Bid Proposal form. If there is any discrepancy between the unit price written in the bid and the total price extension, the unit price will be considered as binding and the extended price will be adjusted accordingly.

**B-3 - BID ADDENDUM:**

1. Any interpretation of the documents will be made by written addendum only issued by the office of the Director of Purchasing and a copy of such addendum will be mailed to each person receiving a set of bid documents. The district will not be responsible for any other explanation of the proposed document.
2. As per Mississippi Code of 1972, as amended; SEC. 31-7-13. Bid requirements and exceptions; (iv) No addendum to bid specifications may be issued within two (2) working days unless such addendum also amends the bid opening date to a date not less than five (5) working days after the date of the addendum.

**B-4 - PROPER EXECUTION**

1. All bids must be submitted in accordance with Section 31-7-13 of Mississippi Code of 1972 as amended, and must be properly executed and signed by a responsible officer or employee of the Bidder.
2. All bids must be typed or written (legibly) in ink. Any alterations or changes that are made must be done in ink and initialized by the person who signs the Bid Proposal form.
3. Bids should be checked before submission for accuracy and correctness since the Rankin County Board of Education **WILL NOT** be responsible for any errors for which the Bidder is responsible.
4. The district reserves the right to reject bids from Bidders who submit incomplete bids which do not specifically adhere to the bid instructions herein or fail to attend the pre-bid conference referenced in section C-1.5 of the Bid Specifications.
5. To prevent opening by unauthorized individuals, it is required that the Bid Proposal form be delivered in an envelope clearly marked in the lower left-hand corner with the following information:

**DATE:** (date the bid is submitted)

**DUE:** (date the bid is due)

**BID NUMBER:** (on bid documents)

**BIDDERS NAME:** (company/full name)

**B-5 - CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

1. By signing the BID PROPOSAL FORM the Bidder certifies, in connection with procurement, that they, to the best of their knowledge and belief:
   1. That the prices in the BID PROPOSAL FORM have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition; as to any matter relating to such prices with any other Vendor or Bidder.
   2. That unless otherwise required by law, the prices have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the Bid Opening Date and Time specified on page 1 of the BID INSTRUCTIONS, directly or indirectly with any other Vendor or Bidder.
   3. That no attempt has been made or will be made by the Bidder to induce any other Person or Bidder to submit or not to submit a BID PROPOSAL for the purpose of restricting competition.

**B-6 - BID WITHDRAWAL and MODIFICATION:**

1. Bids may be modified or withdrawn by written notice from or in person by the Bidder, if received in the Office of the Director of Purchasing, two (2) working days prior to the stated bid opening date and time on page 1 of the BID INSTRUCTIONS.
2. No withdrawals will be accepted by telephone, fax or email.
3. If a Bidder withdraws his bid, all documents shall remain in the possession of the Rankin County Board of Education, marked as withdrawn, and included in the permanent file of that bid item.
4. No bids shall be withdrawn for a period of thirty (30) days following the bid opening date, unless otherwise provided for by law.

**B-7 - BID OPENING:**

1. All bid openings are open to the public. The Rankin County School District staff will read a summary of each bidder's proposal and answer questions to the extent possible at the time. Any information provided in the bid which contains trade secrets or confidential commercial or financial information and which bidder does not wish to be disclosed other than for purposes of evaluating it must be clearly labeled on each sheet as confidential.
2. All disclosures of bid information to interested parties will be made in compliance with Rankin County School District policies and procedures established in accordance with the Mississippi Public Records Act of 1983 defined in Section 25-61 of the Mississippi Code.

**B-8 - RIGHT TO REJECT BIDS:**

1. The Rankin County Board of Education reserves the right to reject any and/or all bids or any groups thereof and waive any defect or informality in any bid or bidding procedure.

**B-9 - BID ACCEPTANCE:**

1. If the Rankin County School District accepts a bid in response to this request, it will accept the bid of and award the bid to the lowest and best responsive bidder meeting specifications, price and other factors considered. The low bid is not always the best bid. Other factors to be considered include, but are not limited to: conformity to the specifications; quality; bidder's ability to provide service, maintenance, and training; past performance of bidder; financial standing and status of the bidder.
2. Unless otherwise stated in the BID SPECIFICATIONS all bids shall be binding for a minimum of thirty (30) days following the acceptance of the bid by the Rankin County Board of Education.
3. If bidder wishes to be notified of bidder who was awarded the bid, he should include a self-addressed stamped envelope with his bid. The envelope should be marked with the **BID NUMBER** located on the BID PROPOSAL form.

**B-10 - BILLING/ORDERING**

1. All items or services shall be billed to the individual school(s) or department(s) to which they are delivered or performed, unless otherwise specified in the BID SPECIFICATIONS.
2. All invoices are due in the Administrative Office Building of the Rankin County School District, Post Office Box 1359, 1220 Apple Park Place, Brandon, Mississippi 30942, on or before the last day of each month. If they are not received by that date payment will not be made until the following month.
3. Payment of above described invoices shall be on the 2nd Wednesday of each month.
4. No negotiations, decisions or actions shall be executed by any bidder as a result of any discussions with any District employee. Only transactions which are on a Rankin County School District purchase order may be considered official.

**B-11 - DAMAGE OR LOSS:**

1. Any damage or loss to the Rankin County School Districts property as a result of any action by the successful Bidder in the execution or performance of any item or service in this bid, shall be repaired to the satisfaction of the Rankin County Board of Education, at the Bidders expense, within a reasonable time set forth by the Rankin County Board of Education.
2. The successful Bidder shall hold the Rankin County Board of Education, Rankin County School District, its Officers, Agents and Employees harmless from liability of any nature or kind whatsoever, because of use of by publisher or author, manufacturer or agent of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, environment-sensitive material, or appliance furnished or used under this bid.

**B-12 - DELIVERY:**

1. The specifications will indicate if delivery is to be made to one (1) central location or to multiple locations within the District.
2. It is understood that the Bidder agrees to deliver all items prepaid (F.O.B. Destination) to an inside point or points of receipt. All related cost for delivery are to be borne by the Bidder and should be included in their bid.
3. Any items requiring unpacking and/or assembly and/or installation WILL BE UNPACKED, ASSEMBLED, INSTALLED AND SET IN PLACE AND MADE FULLY OPERATIONAL BY THE SUCCESSFUL BIDDER AT THEIR OWN EXPENSE, at the time and place designated by the Rankin County School District, unless otherwise stated in the bid specifications.
4. Under no circumstances will the Rankin County School District assume any responsibility in connection with deliveries of the bid items.
5. If the successful Bidder fails to deliver by the specified delivery date or a reasonable time thereafter, giving acceptable reasons for delay, the Rankin County Board of Education reserves the right to cancel the portion which he has failed to deliver within the specified time and/or to purchase it elsewhere, charging the increase in price and cost of handling, if any, to the Bidder.

**B-13- INSURANCE REQUIREMENTS**

Prior to being recommended for award, the Contractor has five (5) business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed certificate of insurance signed by an authorized representative of the insurer providing such insurance coverage’s may cause the Contractor to be considered non-responsive and not eligible for award of the Contract. The insurance coverage’s and limits shall meet, at a minimum, the following:

A. Required Certificates

1. COMMERCIAL GENERAL LIABILITY INSURANCE

Contractor shall procure and maintain a Commercial General Liability Insurance Policy, including products and completed operations liability, and contractual liability coverage covering bodily injury, property damage liability and personal injury. The policy or policies must be on any “occurrence” basis unless waived by the Rankin County School District. The policy shall include contractual liability coverage. The policy purchased by the Contractor must be issued by a company authorized to conduct business in the State of Mississippi or by a company acceptable to the Rankin County School District. The policy must include separate aggregate limits per project. Excess liability coverage may be used in combination with the base policy to obtain the limits listed below.

General Liability Insurance Minimum Limits:

General Aggregate $1,000,000 Aggregate

Personal & Advertising Injury $500,000 Per Occurrence

Bodily Injury $1,000,000 Per Occurrence

Fire Damage Liability $50,000 Per Occurrence

Medical Expense $5,000 Per Person

1. BUSINESS AUTOMOBILE LIABILITY INSURANCE The Contractor shall procure and maintain a Business Automobile Policy with liability limits of not less than $1,000,000 per person and $1,000,000 per occurrence or a policy with a combined single limit of not less than $1,000,000 covering any owned, non-owned or hired autos. Excess liability coverage may be used in combination with the base policy to obtain these limits.

Automobile Liability Insurance Minimum Limits:

(Owned, non-owned & hired vehicles)

Bodily Injury & Property Damage $1,000,000 Per Occurrence

(Combined Single Limit)

Bodily Injury $500,000 Per Occurrence

Bodily Injury $1,000,000 Per Accident

Property Damage $250,000 Per Occurrence

1. EXCESS LIABILITY INSURANCE

(Umbrella on projects over $500,000)

Bodily Injury & Property Damage $1,000,000 Per Occurrence

1. WORKERS’ COMPENSATION INSURANCE Workers’ Compensation Insurance in accordance with applicable state laws with the following limits:

Workers’ Compensation Insurance Minimum Limits Accident $100,000 Per Occurrence Disease $500,000 Policy Limit Disease $100,000 Per Employee

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Contractor.

Neither approval nor failure to disapprove the insurance furnished by the Contractor to the Rankin County School Board shall relieve the Vendor or the Vendor’s responsibility to provide insurance as required by this contract.

The Contractor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years that may be granted to the Vendor. The certificate of insurance shall contain the provision that the Rankin County School Board be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed certificates of insurance to the Rankin County School District at a minimum of fifteen (15) calendar days in advance of such expiration.

1. Certificates are to be issued to:

**Rankin County School District**

**1220 Apple Park Place**

**Brandon, MS 39042**

1. The Contractor shall mail insurance document listed in this form to:

**Rankin County School District Loss Control and Risk Management**

**PO Box 1359**

**Brandon, MS 39043**

**BID NUMBER: 18-09**

**BID SPECIFICATIONS**

**C-1. GENERAL SPECIFICATIONS:**

1. Awarded contractor will provide the Rankin County School District with solid waste disposal services and containers as outlined in this Invitation to Bid:Solid Waste Disposal. Locations, number of containers and service frequency can be located on the Bid Summary Sheet.
2. Awarded contractor must furnish all locations with the specified quantities of 4, 6 and 8 cubic yard containers. Containers shall be in good condition, water tight, operable side doors, with lids attached and maintained in good working conditions to the satisfaction of RCSD. If a container needs to be replaced for reasons of disrepair or sanitation, vendor must do so without any additional charges to RCSD within 48 hours of request.
3. Containers must be in place on ***July 1, 2023***.
4. RCSD will dictate the location of all containers.
5. Bidders shall state the total monthly cost for each location in the spaces provided on the Bid Summary Sheet.
6. Awarded contractor may be required to furnish an extra pickup at some locations throughout the school year. Therefore, bidders are also required to provide a per container charge for extra pickups.
7. Occasionally during the school year, construction roll-offs are needed by RCSD. Bidders shall state the costs for a 20, 30 and 40 cubic yard container which should include delivery, pickup and any disposal fees.
8. All prices quoted are to be a fixed cost including any and all charges, fees, including fuel charges. Additional charges for overages and/or over-filled containers will not be allowed.
9. Prices quoted in this bid are to remain firm during the contract period. The contract period will be from July 1, 2023 through June 30, 2027. Rankin County School District reserves the right to renew the contract beyond the original contract period.
10. The contract will automatically be cancelled if not renewed or extended prior to the expiration date.
11. Awarded contract shall not be subcontracted, delegated, assigned or otherwise permit anyone other than contractors personnel to perform any of the services in this contract without the prior written consent of the RCSD Director of Loss Control and Risk Management or his/her designee.
12. All contractor employees and agents working on RCSD property must wear proper identification and must comply with all of the policies and procedures of the school system.
13. Billing for all regularly scheduled monthly pickups should be made on one monthly invoice with charges listed for each location. Charges for any special pickups during the month should be listed as separate line items by location on the same invoice.
14. Charges for construction roll-off containers should be billed separately from the regular monthly invoice.
15. Requests for additional pickups or calls for missed services will be handled by the RCSD Director of Loss Control and Risk Management or his/her designee. No calls will be permitted from individual schools. ***Any unauthorized pickups based on a school’s call will be paid by the vendor.***
16. Requests for pickups due to missed service must be handled within eight (8) hours of contractor notification.
17. Within 24 hours of Request, vendor(s) shall relocate any bin (trash or garbage) within a given location, at no additional cost to RCSD.
18. RCSD has the option to increase or decrease the number of collections per location, and/or increase or decrease the number of containers per location. The price amount of such increase or decreases will be determined by the base price charge per 8 cubic yard container as listed in the bid. RCSD will notify contractor at least one week prior to the date such increase or decrease is needed.
19. Successful bidder shall adhere to all federal, state and local regulations.
20. Any deviation from these specifications must be clearly identified in a letter along with the bidder response.

**C-2. SPECIFICATIONS**

1. This bid is to establish prices for the collection of garbage for the Rankin County School District for fiscal year 2024, beginning July 1, 2023 and extending through June 30, 2027.
2. This bid shall also include One (1) One (1) year renewal term which shall be at the discretion of the district, based on the performance and pricing of the successful bidder during the bid term.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Location | Container Size | | | Dumpster Empties per Week |
|  | # 4 Yd Container | # 6 Yd Container | # 8 Yd Container |
| Rouse ES | 0 | 6 | 0 | Tuesday, Friday |
| Stonebridge ES | 0 | 0 | 3 | Monday, Wednesday, Friday |
| Brandon ES | 0 | 1 | 1 | M,Tu,W,Th,F |
| Brandon MS & Stevens | 0 | 2 | 2 | M,Tu,W,Th,F |
| Brandon HS | 0 | 4 | 0 | M,Tu,W,Th,F |
| Steens Creek ES | 0 | 0 | 2 | M,Tu,W,Th,F |
| Florence ES | 0 | 0 | 2 | M,Tu,W,Th,F |
| Florence MS | 0 | 3 | 0 | Tuesday, Friday |
| Florence HS | 0 | 2 | 1 | M,Tu,W,Th,F |
| McLaurin ES | 0 | 0 | 3 | Tuesday, Friday |
| McLaurin HS | 0 | 1 | 2 | Tuesday, Friday |
| Northwest ES | 0 | 3 | 0 | Tuesday, Friday |
| Northshore ES | 0 | 0 | 3 | Tuesday, Thursday, Friday |
| Oakdale ES | 0 | 2 | 1 | Monday, Wednesday, Friday |
| Flowood ES | 0 | 3 | 0 | Monday, Wednesday, Friday |
| Highland Bluff ES | 0 | 3 | 0 | M,Tu,W,Th,F |
| Northwest HS | 1 | 6 | 0 | M,Tu,W,Th,F |
| Northwest MS & Vine St | 1 | 6 | 0 | M,Tu,W,Th,F |
| \*\* Pelahatchie HS | 0 | 0 | 3 | Monday, Wednesday, Friday |
| \*\* Pisgah HS | 1 | 0 | 3 | Monday, Wednesday, Friday |
| Puckett AC | 0 | 0 | 3 | Tuesday, Friday |
| Richland ES | 0 | 0 | 2 | Monday, Wednesday, Friday |
| Richland Upper ES | 0 | 0 | 2 | M,Tu,W,Th,F |
| Richland HS | 0 | 3 | 0 | M,Tu,W,Th,F |
| District Office | 0 | 2 | 0 | Tuesday |
| Learning Center | 0 | 2 | 0 | Tuesday, Friday |
| Pleasant St. Complex | 0 | 0 | 1 | Tuesday |
| Bus Shop | 0 | 0 | 1 | Tuesday |
| Adult Ed / Frontiers | 1 | 0 | 0 | Tuesday |
| Frontiers (Jasper St) | 1 | 0 | 0 | Monday, Thursday |
| **Total** | **5** | **49** | **35** |  |

**BID NUMBER: 23-8**

**BID PROPOSAL FORM**

**BID ITEM: GARBAGE COLLECTION**

**D-1** I/We propose to provide the services, more or less, as listed in this BID PROPOSAL FORM according to the specifications as listed in this bid, at the indicated prices. I/We further agree not to request permission to withdraw our bid after the bids have been publicly opened.

**D-2** I/We understand that this BID PROPOSAL FORM is to be signed and returned with our bid, and unless this has been done, our bids shall be considered incomplete and rejected.

**D-3** I/We, the undersigned, do hereby understand and accept the conditions outlined in the BID INSTRUCTIONS and BID PROPOSAL FORMS of this official bid process in submitting our sealed competitive quotations for the item(s) outlined under the BID SPECIFICATIONS section of this bid:

Firm / Bidders Name :

(Type or Print)

Signed :

Title :

Contact :

Address :

Telephone :

Date :

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

**RANKIN COUNTY SCHOOL DISTRICT**

BID SUMMARY SHEET

Please summarize your bid on these bid pages. Provide any additional details as attachments. If bid does not meet these specifications, it shall be the responsibility of the bidder to explain any differences.

|  |  |
| --- | --- |
| Location | Charge Per Month |
| Rouse ES | $ |
| Stonebridge ES | $ |
| Brandon ES | $ |
| Brandon MS & Stevens | $ |
| Brandon HS | $ |
| Steens Creek ES | $ |
| Florence ES | $ |
| Florence MS | $ |
| Florence HS | $ |
| McLaurin ES | $ |
| McLaurin HS | $ |
| Northwest ES | $ |
| Northshore ES | $ |
| Oakdale ES | $ |
| Flowood ES | $ |
| Highland Bluff ES | $ |
| Northwest MS | $ |
| Northwest HS & Vine St | $ |
| Pelahatchie HS | $ |
| Pisgah HS | $ |
| Puckett AC | $ |
| Richland ES | $ |
| Richland Upper ES | $ |
| Richland HS | $ |
| District Office | $ |
| Learning Center | $ |
| Pleasant St. Complex | $ |
| Bus Shop | $ |
| Adult Ed / Frontiers | $ |
| Frontiers (Jasper St) | $ |
| **MONTHLY TOTAL** | $ |

**CHARGE FOR ADDITIONAL PICKUPS BEYOND THE CONTRACT FOR EACH LOCATION**

|  |  |
| --- | --- |
| CONTAINER SIZE | PER DUMP FEE |
| 4 YARD | $ |
| 6 YARD | $ |
| 8 YARD | $ |

**CHARGE FOR ADDING AN ADDITIONAL SCHOOL DISTRICT LOCATION.**

**Price per monthly yard capacity $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CHARGE FOR ROLL-OFF DUMPSTER**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| CONTAINER SIZE | DAILY RENTAL | WEEKLY RENTAL | MONTHLY RENTAL | PER DUMPING FEE |
| 20 YARD | $ | $ | $ | $ |
| 30 YARD | $ | $ | $ | $ |
| 40 YARD | $ | $ | $ | $ |

**ANY ADDITIONAL COSTS : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CONTRACT**

**TERMS AND CONDITIONS**

In consideration of the making of the bid requested herein and the acceptance of the bid and other valuable and good consideration, the receipt of which is hereby acknowledged, the Rankin County School District, does hereby contract and agree with the bidder (also referred to as the Contractor) to have the Contractor perform the work referred to in the bid specifications attached and known as the Solid Waste Pickup and Disposal Project, both parties hereto do agree to bound by the covenants and provisions set forth herein, and do contract:

1. **CONTRACT** – This contract shall become effective upon acceptance by the Rankin County School Board. The Director of Loss Control and Risk Management shall notify the Contractor of acceptance by the Rankin County School Board and, upon receipt of required insurance certificates and any other such documentation as may be required of the Contractor, shall issue to the Contractor a written NOTICE TO PROCEED and an executed copy of the Rankin County School District’s ACCEPTANCE. Work shall not commence until the NOTICE TO PROCEED is issued.
2. **CONTRACT PERIOD** – This contract shall commence on or about July 1, 2023 and continue for forty-eight (48) months expiring June 30, 2027.
3. **RENEWAL OF CONTRACT** – By agreement of the parties hereto, this contract may be renewed for up to one (1) year increments upon such terms and provisions as may be agreed upon by the parties. Not less than thirty (30) days prior to the end of a contract period, either party may serve the other with written notice of any proposed amendments to the contract.
4. **POST CONTRACT PERFORMANCE** – Should this contract not be renewed at the end of any contract period, Contractor agrees to continue performance of the terms and provisions of the contract last in effect on a month to month basis for a period not to exceed six (6) months unless otherwise specified by the District.
5. **CHANGES IN SPECIFICATIONS** – The District reserves the right to amend, alter or modify the contract specifications at any time during the life of the contract or any renewal upon thirty (30) days written notice to the Contractor. Any adjustments in compensation shall be agreed upon by both parties.

No changes may be made to any of the bid specifications or other terms or provisions of this contract without the express prior written authorizations of the Director of Loss Control and Risk Management.

1. **COMPENSATION** – In consideration for the performance of the work set forth in the bid specifications, the Contractor shall receive compensation as set forth in the bid and the acceptance. Payment to the Contractor will be made by the District within forty-five (45) days following receipt of an invoice for services rendered during the prior month. The invoice shall itemize the service rendered. Payment by the District of the invoice amount shall constitute payment in full for services rendered. Terms shall be net forty-five (45) days cash.

The District reserves the right to refuse payment for work not performed or not performed according to the terms and provisions of this contract.

1. **CONTACT PERSONS** – The Dir. of Risk Management shall be the contact person on behalf of the District. The Contractor shall provide the Director of Loss Control and Risk Management, in writing the name, title, address and telephone number of two (2) representatives of the Contractor designated to act on behalf of the Contractor.
2. **INSURANCE -** Prior to being recommended for award, the Contractor has five (5) business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed certificate of insurance signed by an authorized representative of the insurer providing such insurance coverage’s may cause the Contractor to be considered non-responsive and not eligible for award of the Contract. The insurance coverage’s and limits shall meet, at a minimum, the following:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

Contractor shall procure and maintain a Commercial General Liability Insurance Policy, including products and completed operations liability, and contractual liability coverage covering bodily injury, property damage liability and personal injury. The policy or policies must be on any “occurrence” basis unless waived by the Rankin County School District. The policy shall include contractual liability coverage. The policy purchased by the Contractor must be issued by a company authorized to conduct business in the State of Mississippi or by a company acceptable to the Rankin County School District. The policy must include separate aggregate limits per project. Excess liability coverage may be used in combination with the base policy to obtain the limits listed below.

General Liability Insurance Minimum Limits:

General Aggregate $1,000,000 Aggregate

Personal & Advertising Injury $500,000 Per Occurrence

Bodily Injury $1,000,000 Per Occurrence

Fire Damage Liability $50,000 Per Occurrence

Medical Expense $5,000 Per Person

1. BUSINESS AUTOMOBILE LIABILITY INSURANCE The Contractor shall procure and maintain a Business Automobile Policy with liability limits of not less than $1,000,000 per person and $1,000,000 per occurrence or a policy with a combined single limit of not less than $1,000,000 covering any owned, non-owned or hired autos. Excess liability coverage may be used in combination with the base policy to obtain these limits.

Automobile Liability Insurance Minimum Limits:

(Owned, non-owned & hired vehicles)

Bodily Injury & Property Damage $1,000,000 Per Occurrence

(Combined Single Limit)

Bodily Injury $500,000 Per Occurrence

Bodily Injury $1,000,000 Per Accident

Property Damage $250,000 Per Occurrence

1. EXCESS LIABILITY INSURANCE

(Umbrella on projects over $500,000)

Bodily Injury & Property Damage $1,000,000 Per Occurrence

1. WORKERS’ COMPENSATION INSURANCE Workers’ Compensation Insurance in accordance with applicable state laws with the minimum limits listed below:

Workers’ Compensation Insurance Minimum Limits Accident $100,000 Per Occurrence Disease $500,000 Policy Limit Disease $100,000 Per Employee

Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract.

1. Certificates shall contain Contractor’s insurance coverage. If coverage is included in General Liability, please indicate this on the Certificate of Insurance.
2. Certificates are to be issued to:

**Rankin County School District**

**1220 Apple Park Place**

**Brandon, MS 39042**

1. The Contractor shall mail insurance document listed in this form to:

**Rankin County School District Loss Control and Risk Management**

**PO Box 1359**

**Brandon, MS 39043**

**The Rankin County School District, its agents, employees, representatives and volunteers shall be listed as named insured on all policies**.

The Contractor shall furnish certificates of insurance to the Dir. of Loss Control and Risk Management within the time set herein. All insurers shall be licensed and/or authorized to do business in the State of Mississippi.

Each policy shall contain a thirty (30) day notification clause so that a policy may not be canceled, terminated or allowed to lapse without notice to the Rankin County School District.

The above requirements shall not be interpreted to limit the liability of the Contractor for bodily injury or property damage suffered as the intent of the parties is that the Contractor be able to completely and fully indemnify the Rankin County School District for any bodily injury or property damage suffered as a result of the Contractor and/or his/her agents’ negligence and/or intentional acts or omissions.

1. **PERFORMANCE** – Performance Bond shall be furnished to the Rankin County School District in the full amount of the contract for the purpose of insuring the complete and satisfactory performance of each and every condition of this contract and project. The bond shall be issued by a guaranty or surety company acceptable to RCSD. The bond shall be accompanied by a Power of Attorney granting the bonding authority the ability to sign such bonds on behalf of the guaranty or surety company. All costs and expenses associated with providing the bond shall be borne solely by the Contractor.
2. **COMPLIANCE WITH LAWS** – The Contractor does hereby agree to comply with all applicable Federal and State statutes, regulations and guidelines, County and City ordinances or regulations in any way related to or affecting this project or the work associated therewith.
3. **PERMITS AND LICENSE** – Any and all permits, licenses, certificates or fees required for the performance of the work associated with this contract shall be obtained by and paid for by the Contractor.
4. **SUPERVISION** – The Contractor shall personally superintend the work or designate a competent person to act on his/her behalf. The Contractor shall be solely responsible for the quality of the work performed. The Contractor agrees to perform the work in a good and competent manner and in conformance with industry standards.
5. **SAFETY** – The RCSD will not have control over, or charge of and will not be responsible for work means, methods, techniques, sequences, or procedures or for safety precautions and programs under the contract. Since these are solely the Contractor’s responsibility, the RCSD’s review of work performed, equipment used and/or materials used in performance of work under this contract shall not limit the Contractor’s or subcontractor’s liability and shall not constitute approval of safety precautions.
6. **PROTECTION OF PROPERTY** – The Contractor shall be solely responsible for protecting and preserving from damage, any and all property, public or private, in or around areas where work is performed.
7. **DEFAULT** – Should one or more of the following occur, the RCSD at its sole option, may declare the Contractor in default and take such action as the RCSD deems in its best interests, including, but not limited to, terminating the contract and seeking money damages, seeking specific performance, obtaining substitute performance or any other remedy available to it or allowed by law without reservation or limitation:
   1. Failure to provide insurance or keep such insurance in effect as required by this contract.
   2. Failure to provide performance bond as required by this contract.
   3. Failure to timely perform any term or provision of this contract.
   4. Failure to comply with any applicable federal or state statute, law or regulation, county or local ordinance or regulation.
   5. Failure to perform the work required herein in a safe or competent manner.

Upon notice to the Contractor that the RCSD has determined that the Contractor is in default, the Contractor shall immediately cease any and all performances unless otherwise requested by the RCSD. The RCSD, at its sole option, may allow the Contractor to cure the default upon such terms and conditions as the RCSD may require. The RCSD reserves the right to withhold any and all payments under this contract until all defaults and/or defects in performance have been cured to the satisfaction of the RCSD, which satisfaction shall not be unreasonably withheld.

All remedies available to the RCSD are hereby deemed cumulative. The election of one remedy shall not constitute a waiver of any other remedy available. The RCSD, at its sole option, may take such actions as it deems necessary to cure any defaults or defect in performance, the costs of which, including but not limited to, costs for rebidding, costs of substitute performance, costs of litigation, actual attorney fees and any together costs necessarily incurred to correct a default or defect in performance, shall be paid by the Contractor promptly upon request of the RCSD.

1. **INDEMNITY** – The Contractor, its agents, representatives, successors and/or assigns, do hereby agree to defend, indemnify and hold harmless the RCSD, its employees, agents, volunteers and/or representatives from any and all claims, demands, liability, damages, expenses, costs, including costs of litigation and actual attorney fees, caused, directly or indirectly or in any way related to the performance of this contract by any act or omission, intentional or negligent, of the Contractor, its agents, employees, representatives, successors or assigns, however specifically excluding intentional acts, omissions or negligence of employees, agents, representatives or volunteers of the RCSD.
2. **NON-ASSIGNMENT** – This contract may not be assigned, subcontracted or otherwise transferred without prior written approval by the Director of Loss Control & Risk Management or his/her designee.
3. **NON-EMPLOYEE STATUS** – The Contractor(s), agents, employees and/or representatives thereof are hereby deemed independent contractors and are not RCSD employees. The Contractor shall exercise all supervisory and general control of day-today operations, including the right to control over work duties, payment of wages, the right to hire, fire and discipline all its employees. As an independent contractor, Contractor and/or his/her employees shall not be entitled to any benefits available to City employees.
4. **EQUIPMENT INSPECTION** – RCSD shall have the right to inspect all equipment and materials used in the performance of this contract. Should any such equipment or materials not be appropriate or in compliance with federal, state or local statutes or regulations pertaining thereto, the RCSD may require the Contractor not to use such materials or equipment in the performance of this contract. Any inspection by the RCSD under this section shall not limit or relieve the Contractor of any obligation under the contract nor shall any inspection constitute approval of safety equipment, policies or precautions.
5. **INTERPRETATION OF CONTRACT** – Should the Contractor or subcontractors have any questions concerning any terms or provision of this contract, such questions shall be directed in writing to the attention. Any decision by the Dir. of Risk Management as to the intent of the RCSD and interpretation of this contract shall be final.
6. **SEVERABILITY** – Should any clause, paragraph, terms, or provision of this contract be determined to be invalid by a court of appropriate jurisdiction, such clause, provision, term or paragraph shall be deemed severable and shall not affect the validity of the remaining terms, provisions, clauses or paragraphs.
7. **INTEGRATION** – This contract, together with the other bid documents included herein, shall be the sole, complete and final agreement between the parties containing all terms and provisions agreed upon by the parties except as set forth pursuant to paragraph 5.

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OWNER (Signature) CONTRACTOR (Signature)

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(Printed name and title) (Printed name and title)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OWNER (Signature)

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(Printed name and title)