**INVITATION FOR BIDS**

IFB Number: 3160002877

To Provide: Pest Control Services

Issue Date: April 11, 2019

**CLOSING LOCATION**

Ellisville State School

1101 Highway 11 South

Ellisville, Mississippi 39437

**BID COORDINATOR**

Peter A. Stewart III, J.D.

Telephone: (601) 477-5615 Fax: (601) 477-5710

Email address: Peter.Stewart@ess.ms.gov

**CLOSING DATE AND TIME**

Bids must be received by Tuesday, May 14, 2019 12:00 p.m. CST

Bid Opening on Wednesday, May 14, 2019, 12:00 p.m. CST

at the

Ellisville State School Clyde Woodruff Administration Building

**Pre-Bid Conference** **on Tuesday, April 30, 2019, 9:00 a.m. till 11:00 a.m**.

in the

Clyde Woodruff Administration Building Conference Room

## Bid Acceptance Period

**SECTION 1**

The original and three (3) copies of the bid form, four (4)copies total, shall be signed and submitted in a sealed envelope or package to Ellisville State School, 1101 Highway 11 South, Ellisville, Mississippi 39437, no later than the time and date specified for receipt of bids. Timely submission of the bid form is the responsibility of the bidder. Bids received after the specified time shall be rejected in writing immediately and maintained in the agency procurement file. The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bid. The time and date of receipt shall be indicated on the envelope or package by Administration Department of Ellisville State School. Each page of the bid form and all attachments shall be identified with the name of the bidder. Failure to submit a bid on the bid form provided shall be considered just cause for rejection of the bid. Modifications or additions to any portion of the procurement document may be cause for rejection of the bid. The Ellisville State School reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, the Ellisville State School may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

## Timeline

**Thursday, April 11, 2019 Date of first Newspaper Publication and**

**Publication on Mississippi Contract Opportunity Portal and ESS Website**

**Thursday, April 18, 2019 Second Newspaper Publication**

**Tuesday, May 7, 2019, 12:00 p.m. CST Deadline for Questions Submissions**

**Tuesday, April 30, 2019, Pre-Bid Conference**

**9:00 a.m. to 11:00 a.m. CST Ellisville State School**

**Clyde Woodruff Administration Building**

**Conference Room**

**1101 Highway 11 South**

**Ellisville, MS 39437**

**Friday, May 10, 2019, Date for posting Questions’ Responses**

**12:00 p.m. CST**

**Tuesday, May 14, 2019, Bid Submission Deadline**

**12:00 p.m. CST**

**Wednesday, May 14, 2019, Bid Opening Date**

**12:00 p.m. CST Ellisville State School, Clyde Woodruff Administration Building Conference Room**

**(Open to the Public)**

**Thursday, May 16, 2019, Notice Intent to Award Contract Date**

**12:00 p.m. CST**

**Tuesday, May 21, 2019**

**12:00 p.m. CST Protest Period Ends**

**Wednesday, July 10, 2019 Public Procurement Review Board Meeting**

**Contract Approval Date**

**Wednesday, July 10, 2019 Contract Start Date**

* + 1. **Late Submissions**

A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it is the only bid received, or it is received before award is made and was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of bids. It must be determined by the Ellisville State School that the late receipt was due solely to mishandling by the Ellisville State School after receipt at the specified address.

The only acceptable evidence to establish the date of mailing of a late bid is the

U.S. Postal Service postmark on the wrapper or on the original receipt from the

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

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

## Expenses Incurred in Preparing Bid

The Ellisville State School accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

## Bid Form

All pricing must be submitted on the bid form **(Attachment B)**. Failure to complete and/or sign the bid form may result in the bidder being determined nonresponsive.

## Bidder Certification

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

## Registration with Mississippi Secretary of State

By submitting a bid, the bidder certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

## Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or Federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.

## Additional Information

Questions about the contract portions of the procurement document must be submitted in writing to Peter A. Stewart III, J.D., Chief Procurement Officer at Ellisville State School, 1101 Highway 11 South, Ellisville, Mississippi 39437; Fax number: 601-477-5710; email address: Peter.Stewart@ess.ms.gov. Questions concerning the technical portions of the procurement document should be directed to Peter A. Stewart III, J.D., Chief Procurement Officer at Ellisville State School, 1101 Highway 11 South, Ellisville, Mississippi 39437; Fax number: 601-477-5710; Email address: Peter.Stewart@ess.ms.gov. Bidders are cautioned that any statements made by contact persons that cause a material change to any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document. All questions and requests for clarifications must be submitted by the deadline specified in Section 1.1.1 and made in writing. The person submitting the question or request for clarification is responsible for its timely delivery. All questions, request for clarifications, and answers received by the deadline shall be published as an amendment on the Mississippi Procurement Opportunity Search Portal and on the agency website (http://www.dfa.ms.gov/dfa-offices/personal-service-contract-review/) in a manner that all will be able to view.

## Type of Contract

Compensation for services will be in the form of a firm fixed-price agreement.

## Written Bids

All bids shall be in writing.

**SECTION 2**

## Purpose

## The Ellisville State School is seeking to establish a contract for pest control services on its campus located at 1101 Highway 11 South, Ellisville, Mississippi 39437.

It is understood that any contract resulting from IFB 3160002877 requires approval by the Public Procurement Review Board. If any contract resulting from IFB 3160002877 is not approved by the Public Procurement Review Board, it is void and no payment shall be made.

## Scope of Services

The Contractor shall develop and implement an integrated pest control program for the eradication of household pests in all areas covered by the scope of this contract to a level deemed acceptable by the Agency. This program must include an interior treatment for each contracted building on a schedule of no less than once per month nor more than twice per month. For the purpose of this contract, household pests shall include, but is not limited to, roaches, water bugs, ants, fleas, silverfish, rats, mice and other commonly occurring insects and pests. The Agency defines a level of acceptance as follows: Elimination of household pests "to our satisfaction".

* 1. The contractor must include the following services in this treatment program. Granular ant bait, labeled for imported fire ants, shall be applied at the manufacturer's recommended rate to a radius of 100 feet around the exteriors of all listed buildings, on a schedule of every March and September and as needed for emergency treatment. These applications shall be used in conjunction with two applications of a liquid Insecticide, labeled for imported fire ants, applied at the manufacturer's recommended rate in a band spray to a radius of 10 feet around all listed buildings on a schedule of every February and August, or as needed for emergency treatment. Furthermore, the contractor shall provide treatment of all exterior trash dumpsters for the purpose of eliminating breeding sites of household flies.
  2. The Contractor shall be responsible for the provision of all labor, material, equipment and supplies necessary to fulfill the terms of the contract. The Contractor shall provide the Agency with a written pest control plan prior to the inception of this contract. This plan shall list the chemicals to be used and the frequency of their application.
  3. The Contractor shall provide material safety data sheets on all chemicals proposed for use at Ellisville State School. Chemicals used and their application shall be in accordance with USDA, and the Department of Agriculture-Bureau of Plant Pest Division, and other applicable federal and state regulatory requirements, as well as in accordance with the manufacturer' s 
  4. The Contractor shall provide emergency treatment within twenty-four (24) hours of notification by the agency of ants inside any residential building, excluding weekends and state honored holidays. The Agency will notify Contractor via telephone or facsimile transmission. Emergency treatments shall be performed at no additional cost.
  5. The contractor shall provide exterior bait boxes for mice control on an AS NEEDED BASIS. The treatment must be approved by the agency prior to treatment.

**2.7.1** The intent of this solicitation is to obtain pest control services, which, to the highest degree possible, is to eradicate insects, rodents, termites and other organisms defined as unwanted pests and vermin, to the satisfaction of Ellisville State School. While sanitation and hygiene are of the highest priority to the facility the nature of the population served as well as challenges associated with operations prevent the facility from maintaining a “sterile” environment. With these factors in mind, Ellisville State School requires an exceptionally high level of effort from the contractor to achieve this stated goal.

* 1. **Term**

The term of the contract shall be for a period of one (1) year. The contract shall begin on July 10, 2019 and run until June 30, 2020. Upon written agreement of both parties at least thirty (30) days prior to each contract anniversary date, the contract may be renewed by the Ellisville State School for a period of four (4) successive one-year period(s) under the same prices, terms, and conditions as in the original contract subject to approval by the PSCRB. The total number of renewal years permitted shall not exceed four (4).

## Multi-Term Contracts

Unless otherwise provided by law, a contract for services may be entered into for a period of time not to exceed four (4) years with an option to renew for one (1) year, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds. This current Invitation for Bids No. 3160002877 shall be for a one (1) year contract with four (4) optional one (1) year renewals.

## Requirements

* + - * 1. The contract shall be for regular pest control services that shall be provided each month of the contract during the entire term of the contract and the contractor shall be paid monthly. Some locations shall be serviced on a bi-monthly schedule, as provided in the list of properties to be serviced attached to this Invitation for Bids.
        2. A monthly price shall be given for the pest control services, and that monthly price shall be the same throughout the contract.
        3. A multi-term contract will be canceled if funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period succeeding the first; however, this does not affect either the State’s right or the contractor’s rights under any termination clause in the contract.
        4. The Procurement Officer must notify the contractor on a timely basis that the funds are or are not available for the continuation of the contract for each succeeding fiscal period.
        5. A one (1) year contract with four (4) optional one-year renewals shall be awarded.

**SECTION 3**

## 3.1 Insurance

The successful vendor shall maintain at least the minimum level of workers’ compensation insurance, comprehensive general liability or professional liability insurance, with minimum limits of $1,000,000.00 per occurrence and fidelity bond insurance with minimum limits of $100,000.00. All workers’ compensation, comprehensive general liability, professional liability, and fidelity bond insurance will provide coverage to the Ellisville State School as an additional insured. The Ellisville State School reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance. The vendor shall be prepared to provide evidence of required insurance upon request by the Ellisville State School at any point during the contract period and should consult with legal counsel regarding its obligations.

**SECTION 4**

## Bid Evaluation

Bids will be evaluated based on the lowest, Responsive Bid, as submitted on the Bid Form attached to this Invitation for Bids as Attachment B.Only bids submitted on the Bid Form will be considered.

## Minimum Qualifications to be Deemed Responsive

Te be responsive a bidder must have Pesticide Application Certification by the Mississippi Department of Agriculture; three (3) or more years of experience servicing similar agencies to Ellisville State School according to a treatment program; and also have General Liability and Workman’s Compensation Insurance coverage in the limits provided for in this Invitation for Bids.

## Nonconforming Terms and Conditions

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. The Ellisville State School reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the Ellisville State School of non-responsiveness based on the submission of nonconforming terms and conditions.

## Conditioning Bid Upon Other Awards.

## Any bid which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and not acceptable.

## Bid Submission Format

The bid package must be sealed and must contain the following:

* + - * Bid Cover Sheet **(Attachment A)**
      * Bid Form **(Attachment B)**
      * References **(Attachment C)**
      * Certifications and Assurances **(Attachment D)**

## Responsible Bidder

Bidder must have capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance, as determined by Ellisville State School.

## Minimum Qualifications to be Deemed Responsible

A bidder must have the financial stability and certified staff to adequately service an institution similar in size to Ellisville State School on a monthly basis for a term of one (1) year to be deemed to be a Responsible Bidder.

* + 1. **References**

Each bidder must furnish a listing of **at least** three (3) trade references along with the contact person, address, and phone number for each. These references must be familiar with the bidder’s abilities in the areas involved with this solicitation. The Ellisville State School will use these references to determine the bidder’s ability to perform the services. It is the responsibility of the bidder to ensure that the reference contact information is correct and current. Bidders should verify before submitting their bid that the contact person and phone number are correct for each reference. The bidder may submit as many references as desired. The Ellisville State School will begin contacting references at the top of the list and will continue down the list until no less thanthree (3) contacts have been reached.

References must be listed on **Attachment C**.

## Bid Opening

Bid opening will be open to the public; however, this will include opening, reading aloud, and listing the bid price on each bid only. No discussions will be entered into with any bidder as to the quality or provisions of the specifications and no award will be made, either stated or implied at the bid opening.

## Award

The contract will be awarded by written notice to the lowest responsible bidder whose bid meets the requirements and criteria set forth in this Invitation for Bids within two (2) days.

## Notification

All participating vendors will be notified of the Ellisville State School’s intent to award a contract. In addition, Ellisville State School will identify the selected vendor. Notice of award is also made available to the public.

## Contract Management

If the Contractor fails to adhere to the Pest Control Services schedule, or if the Contractor fails to satisfactorily provide the prescribed service to all or any service area, the Contracting Agency will inform the Contractor, and the Contractor shall complete corrective action within twenty-four (24) hours. No payment shall be made to the Contractor until all deficiencies have been corrected. If the Contractor exhibits a pattern of non-performance as shown by repeated deficiencies, the Contracting Agency may terminate the contract without further obligation to the Contractor. (Contracting Agency (Ellisville State School) may elect to use the form included as **Attachment I**, Pest Control Services Contract Discrepancy Report.)

## SECTION 5

* 1. **Post-Award Vendor Debriefing**

A bidder, successful or unsuccessful, may request a post-award debriefing, in writing, by

U.S. mail or electronic submission. The written request must be received by the Director of the Ellisville State School within three (3) business days of notification of the contract award (Notice of Intent to Award). A post- award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within five (5) business days of receipt of the request. If a bidder prefers to have legal representation present, the bidder must notify the Director of the Ellisville State School in writing and identify its attorney by name, address, and telephone number. The Ellisville State School will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General can be present.

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-114 through 7-114.07, Post- Award Vendor Debriefing, of the *Personal Service Contract Review Board’s Rules and Regulations*.

## Protest of Award

Any actual or prospective bidder or contractor who is aggrieved in connection with this solicitation or the outcome of the Invitation for Bids may file a protest with the Bid Coordinator, Peter A. Stewart III, J.D., Ellisville State School Chief Procurement Officer. The protest shall be submitted and received by the Chief Procurement Officer on or before 12:00 p.m. CST Tuesday, May 21, 2019, in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests must be in writing, dated, signed by the bidder or an individual authorized to sign contracts on behalf of the protesting bidder, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) or regulation(s), and/or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting bidder must provide facts and evidence to support the protest. A protest is considered filed when received by the Bid Coordinator, Peter A. Stewart III, J.D., via either U.S. mail, postage prepaid, or personal delivery. Protests filed after 12:00 p.m. CST, Tuesday, May 21, 2019, will not be considered.

## Required Contract Terms and Conditions

Any contract entered into between a Contracting Agency and a vendor/bidder shall include the required clauses found in **Attachment F** and those required by the *Mississippi Office of Personal Service Contract Review Rules and Regulations* as updated and replaced by PPRB.

## Optional Contract Terms and Conditions

Any contract entered into between a Contracting Agency and a vendor/bidder may have, at the discretion of the Contracting Agency, the optional clauses found in **Attachment G** and those within the *Mississippi Office of* *Personal Service Contract Review Board’s Rules and Regulations* as updated and replaced by PPRB.

## Mississippi Contract/Procurement Opportunity Search Portal

This Invitation for Bids, and the questions and answers concerning this Invitation for Bids, are posted on the Contract/Procurement Opportunity Search Portal: <https://www.ms.gov/dfa/contract_bid_search>.

## Attachments

The attachments to this Invitation for Bids are made a part of this Invitation for Bids as if copied herein in words and figures.

## Attachment A Bid Cover Sheet

The Ellisville State School is seeking to establish a contract for professional pest control services at the Ellisville State School campus and other listed locations. See Attachment H.

Bids are to be submitted as listed below, on or before 12:00 p.m. CST, Tuesday, May 14, 2019.

## PLEASE MARK YOUR ENVELOPE:

**IFB 3160002877**

**Opening Date: 12:00 p.m. CST Tuesday, May 14, 2019**

**Ellisville State School**

**Attention: Peter A. Stewart III, J.D.**

**1101 Highway 11 South**

**Ellisville, Mississippi 39437**

**SEALD BID – DO NOT OPEN**

**Name of Company:**

**Quoted By:**

**Signature:**

**Address:**

**City/State/Zip Code:**

**Company Representative:**

**Telephone:**

**Fax:**

* 1. **ail:**

|  |  |
| --- | --- |
| **FEI/FIN # (if company, corporation, or partnership):** |  |
| **SS# (if individual):** |  |

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

What year was your company started?

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

Please provide the physical location and mailing address of your company’s home office, principal place of business, and place of incorporation.

If your company is not physically located in the region, how will you supply professional pest control services to agencies in the region?

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

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

For how many customers has your company provided pest control service in the past two (2) years? Please include the dates, the size of the area maintained, and the annual amount of the billing to each customer. \_

What is the largest customer your company has provided professional pest control service for in the past two (2) years? Please include the annual amount of the billing.

Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff.

List all the equipment that your company has available or that is intended to be used to perform the services required in this Invitation for Bids:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **OWNED EQUIPMENT** | | | | | |
| **Year** | **Make** | **Model** | **ID#** | **Capacity** | **Description** |
|  | | | | | |
|  | | | | | |
|  | | | | | |
|  | | | | | |
|  | | | | | |
|  | | | | | |
|  | | | | | |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **RENTED/LEASED EQUIPMENT** | | | | | |
| **Year** | **Make** | **Model** | **ID#** | **Capacity** | **Description** |
|  | | | | | |
|  | | | | | |
|  | | | | | |
|  | | | | | |
|  | | | | | |
|  | | | | | |
|  | | | | | |

## Attachment B

**Bid Form for Professional Pest Control Services**

|  |  |  |
| --- | --- | --- |
| **Company** | **Company Representative** | **Telephone** |
|  |  |  |

The pricing quoted must be inclusive of, but not limited to the following:

* + - All required equipment and materials
    - All required insurance
    - All required overhead
    - All required profit
    - All required transportation
    - All required labor
    - All required business and professional licenses, permits, fees, etc. (if any)
    - Any and all other costs associated with performing the services

The pricing must include ALL associated costs with no additional or hidden fees.

All electronic submissions shall be in Microsoft Word format.

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

1. That he/she has thoroughly read and understands this Invitation for Bids, 3160002877, and the attachments herein;
2. That the company meets all requirements and acknowledges all certifications contained in this Invitation for Bids, 3160002877, and the attachments herein;
3. That the company agrees to all provisions of this Invitation for Bids, 3160002877 and the attachments herein;
4. That the company will perform, without delay, the services required at the prices quoted in this **Attachment B**; and
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
6. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Invitation for Bids.

## Printed Name:

**Signature/Date:**

**ELLISVILLE STATE SCHOOL**

**INVITATION FOR BIDS 3160002877**

**BID FORM**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Bid, if accepted, will constitute an Agreement and Contract with Ellisville State School, upon approval of the Board of the Mississippi Department of Mental Health and the Mississippi Public Procurement Review Board. Prices are firm during this agreement term, unless agreed upon in writing by Ellisville State School. Ellisville State School has the option to renew this agreement at the same terms and conditions as the original agreement for up to four (4) additional one-year terms with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by Ellisville State School. Determination of the lowest and responsible bidder will be based on the total monthly bid amount. The listing of Ellisville State School buildings to be serviced under the contract is attached to this Invitation for Bids as Attachment H.

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

COMPANY NAME AUTHORIZED AGENT (PRINT)

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

STREET ADDRESS SIGNATURE

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

CITY/STATE/ZIP TITLE

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

TELOPHONE NUMBER TAX IDENTIFICATION NUMBER (TIN)

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

FAX NUMBER EMAIL ADDRESS

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

DATE BIDDER’S INITIALS

**NOTE: Each bidder will furnish a current and valid copy of their Mississippi Department of Agriculture Pesticide Applicator Certification with this Bid Form.**

**$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TOTAL MONTHLY BID AMOUNT**

**Attachment C References**

**Reference 1**

**Name of Company: Dates of Service: Contact Person: Address: City/State/Zip: Telephone: Fax:**

**Reference 2**

**Name of Company: Dates of Service: Contact Person: Address: City/State/Zip: Telephone: Fax:**

**Reference 3**

**Name of Company: Dates of Service: Contact Person: Address: City/State/Zip: Telephone: Fax:**

The bidder may submit as many references as desired by submitting as many additional copies of this Attachment C, References, as needed. The Ellisville State School will begin contacting references at the top of the list and will continue down the list until three (3) contacts have been reached. See **Section 4.1.7** of this Invitation for Bids.

## Attachment D Certifications and Assurances

I/We make the following certifications and assurances as a required element of the bid to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s) by circling the applicable word or words in each paragraph below:

## REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it **has/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 Contractor’s bid.

## REPRESENTATION REGARDING GRATUITIES

The bidder or Contractor represents that it **has/has not** violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

## CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation **have/have not** been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate price.

## PROSPECTIVE CONTRACTOR’S REPRESENTATION REGARDING CONTINGENT FEES

The prospective Contractor represents as a part of such Contractor’s bid that such Contractor **has/has not** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

## Name/Title:

**Signature/Date:**

***Note:*** *Please be sure to* ***circle the applicable word or words*** *provided above. Failure to circle the applicable word or words and/or to sign the bid form may result in the bid being rejected as nonresponsive.* ***Modifications or additions to any portion of this bid document may be cause for rejection of the bid.***

## ATTACHMENT E

**Reference Sheet**

**TO BE COMPLETED BY ELLISVILLE STATE SCHOOL ONLY**

Bidder Name:

Reference Name:

Person Contacted, Title/Position:

Date/Time Contacted: \_

Service From/To Dates:

|  |  |  |
| --- | --- | --- |
| Able to provide pest control services when you called? | Yes | No |
| Satisfied with the pest control services provided? If no, please explain. | Yes | No |
| Vendor easy to work with in scheduling pest control services? | Yes | No |
| Was the pest control services completed on time and within budget? | Yes | No |
| Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here .) | Yes | No |
| Would you enter into a contract with them again? | Yes | No |
| Would you recommend them? | Yes | No |

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

Called by:

Notes:

## ATTACHMENT F

**Required Clauses for Service Contracts Resulting from this Invitation for Bids**

1. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.
2. Availability of Funds. It is expressly understood and agreed that the obligation of the Agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Agency, the Agency shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
3. Compliance with Laws. Contractor understands that the Agency is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
4. E-Payment. Contractor agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.
5. E-Verification. If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq*. 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. Upon request of the State and after approval of the Social Security Administration or Department of

Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

* 1. termination of this contract for services 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
  2. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
  3. both.

In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

1. Paymode. Payments by state agencies using the State’s accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor’s choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
2. Procurement Regulations. The contract shall be governed by the applicable provisions of the *Mississippi Personal Service Contract Review Board Rules and Regulations*, a copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at [http://www.mspb.ms.gov.](http://www.mspb.ms.gov/)
3. Representation Regarding Contingent Fees. Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor’s bid.
4. Representation Regarding Gratuities. Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.
5. Stop Work Order.
   1. *Order to Stop Work:* The Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to

any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:

* + 1. cancel the stop work order; or,
    2. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
  1. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
     1. the stop work order results in an increase in the time required for, or in Contractor’s cost properly allocable to, the performance of any part of this contract; and,
     2. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
  2. *Termination of Stopped Work:* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

1. Termination for Convenience.
   1. *Termination*. The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
   2. *Contractor's Obligations*. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor’s right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
2. Termination for Default.
   1. *Default*. If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor’s right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
   2. *Contractor's Duties*. Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
   3. *Compensation*. Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
   4. *Excuse for Nonperformance or Delayed Performance*. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one (1) or more of the excusable causes, and that, but for the excusable cause, Contractor’s progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-price contracts, “Termination for Convenience”. (As used in this Paragraph of this clause, the term “subcontractor” means subcontractor at any tier).
   5. *Erroneous Termination for Default*. If, after notice of termination of Contractor’s right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed

Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

* 1. *Additional Rights and Remedies*. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

1. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by Agency upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
2. Trade Secrets, Commercial and Financial Information. It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
3. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79- 23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq*. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at [http://www.transparency.mississippi.gov](http://www.transparency.mississippi.gov/). Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

## ATTACHMENT G

**Optional Clauses for Use in Service Contracts Resulting from this Invitation for Bids**

[Agency may choose to incorporate some or all of these clauses into their procurement or not include Attachment G. Inclusion of any of these clauses is at the discretion of the Agency.]

1. Anti-assignment/Subcontracting. Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor’s special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
2. Approval. It is understood that this contract requires approval by the Personal Service Contract Review Board. If this contract is not approved, it is void and no payment shall be made hereunder.
3. Attorney’s Fees and Expenses. Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney’s fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney’s fees or costs of legal action to Contractor.
4. Authority to Contract. Contractor warrants: (a) that it is a validly organized business with valid authority 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 or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
5. Information Designated by Contractor as Confidential. Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated

§§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information.

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the Agency shall result in the immediate termination of this agreement.

1. Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that Agency is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq*. If a public records request is made for any information provided to Agency pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, Agency shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The Agency shall not be liable to the Contractor for disclosure of information required by court order or required by law.
2. Contractor Personnel. The Agency shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the Agency reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the Agency in a timely manner and at no additional cost to the Agency*.* The day-to-day supervision and control of Contractor’s employees and subcontractors is the sole responsibility of Contractor.
3. Debarment and Suspension. Contractor certifies to the best of its knowledge and belief, that it:
   1. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
   2. has not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
   3. has not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   4. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
   5. has not, within a three-year period preceding this bid, had one (1) or more public transactions (federal, state, or local) terminated for cause or default.
4. Disclosure of Confidential Information. In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such

subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq*.

1. Exceptions to Confidential Information. Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:
   1. is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
   2. is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
   3. is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
   4. is independently developed by the recipient without any reliance on confidential information;
   5. is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
   6. is disclosed with the disclosing party’s prior written consent
2. Errors in Extension. If the unit price and the extension price are at variance, the unit price shall prevail.
3. Failure to Deliver. In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the Agency, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Agency may have.
4. Failure to Enforce. Failure by the Agency at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Agency to enforce any provision at any time in accordance with its terms.
5. Final Payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor shall execute and deliver to the Agency a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State’s claims against Contractor under this contract.
6. Force Majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such

party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.

1. HIPAA Compliance. Contractor agrees to comply with the “Administrative Simplification” provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
2. Indemnification. To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney’s fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State’s sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State’s concurrence, which the State shall not unreasonably withhold.
3. Independent Contractor Status. Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, 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 State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor’s personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Agency, and the Agency shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The Agency shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the Agency shall not provide to Contractor any insurance coverage or

other benefits, including Worker’s Compensation, normally provided by the State for its employees.

1. Integrated Agreement/Merger. This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Contractor on the basis of draftsmanship or preparation hereof.
2. (Contract Modification means any written alteration in contract requirements, deliverables, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract. Modifications must be approved by the PSCRB pursuant to Section 7-111 (Modifications) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*. Modifications shall not grant extra compensation, fee, or allowance to any Contractor after service is rendered or contract is made, unless contemplated within the contract itself or unless the scope of services is increased.) Modification or Renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.
3. No Limitation of Liability. Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.
4. Notices. All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | For the Agency: |  | For Contractor: |  |
|  | Peter A. Stewart III, J.D. |  | [Name, Title] |  |
|  | Ellisville State School |  | [Contractor Name] |  |
|  | 1101 Highway 11 South |  | [Address] |  |
|  | Ellisville, Mississippi 39437 |  | [City, State, Zip] |  |

1. Non-solicitation of Employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.
2. Oral Statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Agency and agreed to by Contractor*.*
3. Ownership of Documents and Work Papers. Agency shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor’s internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to Agency upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from Agency and subject to any copyright protections.
4. (Please make sure you list all documents to be considered including amendments to the procurement or response, etc. In addition, make sure the order of these documents always has State’s documents first, and Contractor’s documents last, in order to ensure that State’s documents always take precedence. Consult with your Attorney General Counsel if you have questions on the order of precedence. Delete if no documents need to be included.) Priority. The contract consists of this agreement with exhibits, the procurement Invitation for Bids 3160002877 (hereinafter referred to as IFB and attached as Schedule \_), and the response bid dated [date] by [CONTRACTOR NAME] (hereinafter referred to as Bid and attached as Schedule [ ]). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement with exhibits and, if still unresolved, by reference to the IFB and, if still unresolved, by reference to the Bid. Omission of any term or obligation from this agreement or attached Schedules [\_\_\_\_\_] or [\_\_\_\_\_] shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
5. Quality Control. Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor’s staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the Agency.
6. Record Retention and Access to Records. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor’s books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three

(3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three-year period, the records shall be retained

for one (1) year after all issues arising out of the action are finally resolved or until the end of the three-year period, whichever is later.

1. Recovery of Money. Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the Agency, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the Agency*.* The rights of the Agency are in addition and without prejudice to any other right the Agency may have to claim the amount of any loss or damage suffered by the Agency on account of the acts or omissions of Contractor.
2. Right to Audit. Contractor shall maintain such financial records and other records as may be prescribed by the Agency or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the Agency, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor’s Office, its designees, or other authorized bodies.
3. Right to Inspect Facility. The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.
4. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
5. State Property. Contractor will be responsible for the proper custody and care of any state- owned property furnished for Contractor’s use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.
6. Third Party Action Notification. Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.
7. Unsatisfactory Work. If, at any time during the contract term, the service performed or work done by Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.
8. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.
9. Requirements Contract. During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the Agency shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the Agency for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the Agency is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the Agency may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

**ATTACHMENT H**

**LISTED PROPERTIES ELLISVILLE STATE SCHOOL**

Building No. Square Ft. Name Location Treatment Add’l. Srvcs.

1 12617 Clyde Woodruff Jr Admin. Yes None

2 605 Gate House ESSC Yes None

3 10 Laundry ESSC Yes None

4 14650 Units Gym ESSC Yes None

5 3616 Staff Dev. ESSC Yes None

6 596 Pool House ESSC Yes Ant Treatment

7 26169 Food Svc. Storage ESSC Yes\* Ant/Fogger/

Locker

9 64 Rear Guard ESSC Yes None

House

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

10 864 BBQ Pavilion ESSC Yes Ant Treatment

13 45843 Medical Services ESSC Yes Ant & Locker

14 196 Pump House ESSC Yes None

15 800 Clover Cir. Pavilion ESSC Yes None

19 400 Chapel Hill Pavilion ESSC Yes None

20 4540 Leisure Services Stor. ESSC Yes None

23 3000 Power House ESSC Yes None

24 1178 Grounds Maintenance ESSC Yes None

25 1938 Grain/Storage Bin ESSC Yes None

26 288 Farm Mgr. Office ESSC Yes None

30 96 Holly Village Storage ESSC Yes None

36 96 Woodvillage Stor. ESSC Yes None

38 22876 Circle Dr./Swan Lake

/Oak Ridge ESSC Yes\* Ant/Locker

39 11328 Employment &

Leisure Services ESSC Yes None\_\_\_\_\_

40 18716 Chapel Hill/Lone Oak ESSC Yes\* Ant & Locker

44 6150 Pavilion ESSC Yes Ant & Locker

45 12599 Parkview (Infirmary) ESSC Yes\* None

46 18172 Holly Village ESSC Yes Ant & Locker

47 11328 El Paso ESSC Yes None

48 6993 Main Street ESSC Yes Ant & Locker

49 17709 Meadow Manor ESSC Yes\* Ant & Locker

50 29276 Magnolia/Swinging

60/s ESSC Yes\* Ant & Locker

51 15738 Green Acres/Pioneer ESSC Yes\* Ant & Locker

52 20464 Lakeview ESSC Yes\* Ant & Locker

53 7323 Community Services ESSC Yes None

54 456 Picnic Grounds Pavilion ESSC Yes Ant & Locker

60 6270 Beauty/Barber/Canteen ESSC Yes None\_\_\_\_\_\_\_

64 2083 Staff Housing ESSC Yes Ant Treatment

65 2422 Staff Housing ESSC Yes Ant Treatment

66 2422 Staff Housing ESSC Yes Ant Treatment

67 2422 Staff Housing ESSC Yes Ant Treatment

73 3628 Director’s Residence ESSC Yes Ant Treatment

74 1574 Staff Housing ESSC Yes Ant Treatment

75 1856 Staff Housing ESSC Yes Ant Treatment

76 1965 Assistant Dir. Residence ESSC Yes Ant Treatment

80 35000 Maintenance/Warehouse ESSC Yes None\_\_\_\_\_\_\_

84 9334 Jaycee Evaluation Center ESSC Yes None\_\_\_\_\_\_\_

86 4676 Cotton’s Corner GH ESSC Yes None\_\_\_\_\_\_\_

87 7137 Rainbow ESSC Yes\* Ant Treatment

88 6532 Castle ESSC Yes\* Manhole/Ant

89 7137 Sunshine ESSC Yes\* Manhole/Ant

90 6532 Palace ESSC Yes\* Manhole/Ant

91 10050 Special Education ESSC Yes Ant Treatment

92 140 Well House ESSC Yes None\_\_\_\_\_\_\_

93 400 Pecan Grove Laundry ESSC Yes None\_\_\_\_\_\_\_

94 500 Meadow Manor Laundry ESSC Yes None\_\_\_\_\_\_\_

95 500 Clover Circle Laundry ESSC Yes None\_\_\_\_\_\_\_

96 144 Parkview (Infirmary) Laundry ESSC Yes None\_\_\_\_\_\_\_

97 13994 Food Services ESSC Yes\* Ant, Locker &

Qtly. Fogging

98 4206 Clover Cove GH 711 Blank St. Yes\* Ant Treatment

Ellisville\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

99 273 Clover Cove GH Storage 711 Bland St. Yes\* Ant Treatment

Ellisville\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

106 6500 MIDD ESSC Yes None\_\_\_\_\_\_\_

108 4676 Douglas Graham GH 4759 Hwy 589 Yes\* Ant Treatment

Sumrall, MS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

109 Pineview GH 1116 W. Main Yes\* Ant Treatment

Ave., Lumberton\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

110 4676 Timberlake GH 1116 W. Main Yes\* Ant Treatment

Ave., Lumberton\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

111 Cotton’s Corner Storage 107 Cleveland St. Yes Ant Treatment

113 Sumrall GH Storage 4759 Hwy 589 Yes Ant Treatment

123 960 Pecan Grove Pavilion ESSC Yes Ant Treatment

129 430 Pecan Grove Laundry ESSC Yes Ant Treatment

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

131 4676 Stonebriar GH 1482 Sebron St Yes\* Ant Treatment

Prentiss\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

132 4676 Willow Bend GH 1484 Sebron St. Yes\* Ant Treatment

Prentiss\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

136 4676 Bridgedale GH 200 Gertrude Yes\* Ant Treatment

Ave., Richton\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

137 4676 Somerset GH 580 Cypress St. Yes\* Ant Treatment

N., Richton\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

138 4676 Brookwood GH 10 Legion Lake Yes\* Ant Treatment

Road, Sumrall\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

139 Team TRI Pavilion New Campground Yes Ant Treatment

140 Team Difference New Campground Yes Ant Treatment

Makers Bathroom Dace Town Road, Ellisville\_\_\_\_\_\_\_

141 5000 MIID Workshop 309 W. Main Yes None

Lumberton\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

143 3820 MIID Workshop 4858 Hwy 589 Yes None

144 5400 MIID Workshop 101 Front St. Yes None

145 4300 MIID Workshop 1822 Columbia Yes None

Ave., Prentiss\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## ATTACHMENT I

**Professional Pest Control Services Contract Discrepancy Report**

**Professional Pest Control Services located at:**

**Date and Time of Service:**

**Report Date:**

**Discrepancy or Problem:** (Describe in detail; attach supporting document; include reference to specification requirement; and attach continuation sheet if necessary).

## Name:

**Signature:**

**Date:**

**Contractor Response as to Cause, Corrective Action, and/or Actions to Prevent Recurrence:** (Cite applicable existing or new Quality Control Program or Procedures; and attach continuation sheet if necessary).

## Name:

**Signature:**

**Date:**

**Contracting Agency Evaluation and Action:** (Partial or full acceptance, rejection, payment deduction, cure notice, show cause, termination, other; attach continuation sheet if necessary).

## Name:

**Signature:**

**Date:**