CONTRACT FOR PEST CONTROL

SECTION 1 - INVITATION FOR BIDS

DATE: April 26, 2017

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

ITEM: Pest Control for Child Nutrition

TYPE OF CONTRACT: Annual Bottom Line Bid

PERIOD: July 1, 2017 through June 30, 2018

DUE DATE: May 16, 2017 - prior to 2:00 P .M.

BID OPENING: May 16, 2017, 2:00 P.M. Public Opening, Rankin County Schools,

 Administrative Office Building, 1220 Apple Park Place Brandon,

 MS 39042

BOARD APPROVAL: May 24, 2017 at 7:30 A.M. or as soon thereafter as possible

MAIL SEALED BIDS TO: Director of Purchasing, Lance Fulcher

 Administrative Office Building of the Rankin County School District

 1220 Apple Park Place, Brandon, MS 39042

 Bids must be received by 2:00 P.M.

 ENVELOPE SHOULD BE PLAINLY MARKED AS DIRECTED IN SECTION III, NUMBER 10

CONDITIONS: In strict accord with Sections I through IV.

 If you have any questions concerning this Invitation for Bid, please email the Child Nutrition Office at pkirby@rcsd.ms.

SECTION 1A

 BIDDER'S STATEMENT OF ASSURANCES AND COMPLIANCES

The undersigned, as bidder, certifies that the general and special conditions of this bid have been read and understood. The bidder hereby provides assurance that the firm represented in this bid, as indicated below:

 1. Will comply with all requirements, stipulations, terms and conditions as stated in the

 bid document.

 2. Currently complies with all applicable federal and state laws and regulations relative

 to non-discrimination in employment practices.

 3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: By signing the BIDDER'S

 STATEMENT OF ASSURANCES AND COMPLIANCES, the Bidder certifies, in

 connection with procurement, that they, to the best of their knowledge and belief:

 a) That the price in Section II has been arrived at independently, without

 consultation, communication, or agreement, for the purpose of restricting

 competition; as to any matter relating to price with any other Vendor or

 Bidder.

 b) That unless otherwise required by law, the price has 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 in Section I directly or

 indirectly with any other Vendor or Bidder.

 c) That no attempt has been made or will be made by the Bidder to induce any

 other Person or Bidder to submit a BID PROPOSAL for the purpose of

 restricting competition.

 4. That the agent as indicated on page 3, is officially authorized to represent the

 firm in whose name the bid is submitted.

 Firm Represented: Agent:

Name of Signature of

Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

City/State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

RANKIN COUNTY SCHOOL DISTRICT

CHILD NUTRITION DEPARTMENT

PEST CONTROL BID

July 1, 2017 - June 30, 2018

SECTION IB

STATEMENT OF CERTIFICATION

AS TO "DEBARMENT AND SUSPENSION"

REGULATION OF THE UNITED STATES

DEPARTMENT OF AGRICULTURE

(7 CFR PART 3017)

The undersigned bidder does hereby certify and affirm under penalty of perjury or other applicable laws or regulations that neither it nor any of its principals, agents, partners, sub-vendors or employees have been proposed for debarment, debarred, suspended or received a notice relative there to, from any Federal or State agency or the United States Department of Agriculture, that it has been found guilty of or is suspected of being guilty of a violation(s) of the laws, rules or regulations associated with 7 CFR Part 3017 issued January 30, 1989 or as thereafter amended. Upon notice of such alleged debarment and/or suspension consideration, the undersigned agrees that it shall immediately notify in writing the within named school food authority of such event and provide unto such notice and findings upon receipt of same by bidder.

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

 SIGNATURE

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

 COMPANY

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

 DATE

SECTION II: PEST CONTROL BID-SCHOOL CAFETERIAS

BID PERIOD: July 1, 2017 through June 30, 2018

A. BASIC SERVICE

 1. Control of rats, mice, roaches, water bugs, ants, silverfish, spiders, etc.

 2. Service includes inspection and treatment **ONCE EACH MONTH**.

 3. Additional treatments necessary between regular service visits will be performed

 upon request at no additional charge.

 4. Each food service facility-cafeteria and dry storage areas ONLY will be treated in its

 entirety.

B. CHARGE FOR TWENTY FIVE (25) BUILDINGS: Charge per **Location** per **Month**

 1. Brandon Elementary \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 2. Brandon High \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 3. Rouse Elementary \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 4. Stonebridge Elementary \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 5. Brandon Middle \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 6. Florence Elementary \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 7. Steen's Creek Elementary \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 8. Florence Middle \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 9. Florence High \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 10. Flowood Elementary \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 11. McLaurin Elementary \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 12. McLaurin High \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 13. Northwest Elementary \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 14. Northwest Middle \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 15. Northwest High \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 16. Northshore Elementary \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 17. Oakdale Elementary \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 18. Highland Bluff \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 19. Pelahatchie A.C. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 20. Pisgah \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 21. Puckett \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 22. Richland Elementary \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 23. Richland Upper Elementary \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 24. Richland High \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 25. Learning Center \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BOTTOM LINE TOTAL PER MONTH** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name of firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

 Note: Service to additional facilities, if built during the year, would be subject to negotiation

 for service during the remainder of the year.

SECTION III - GENERAL BID AND CONTRACT REQUIREMENTS

1. **DELIVERY OF BIDS:** The Rankin County School District will receive sealed, competitive bids in the Administrative Office Building of the Rankin County School District, 1220 Apple Park Place, Brandon, Mississippi, as per the date and time specified in Section I, at which time the bids will be publicly opened, read aloud and taken under advisement. All bids must be received on or before the date and time specified in Section I. Neither the dating of the bid nor placing it in the mail by this date will meet the legal requirements pertaining to this bid. Any bid received after the bid opening date shall be marked "LATE BID" and returned to the bidder unopened.

2. **ADDENDUMS:** No Addendums will be issued five (5) working days prior to the bid opening date listed in Section I.

3. **BOTTOM LINE BID:** For bids to be considered complete, all bidders are required to submit bids on all item(s) listed on this bid. If any bidders do not submit a bid on all item(s), said bid shall be considered incomplete and rejected.

4. **QUANTITIES:** It shall be understood that any contract established as a result of the bid will not obligate Rankin County School District to receive any quantity in excess of actual requirements.

5. **PROPER EXECUTION:** 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. All bids must be typed or written in ink, any altercations or changes that are made must be initialized by the person who signs the BID PROPOSAL FORM. 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.

6. **BID WITHDRAWAL and MODIFICATION:** 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, twenty-four (24) hours prior to the bid opening date and time set forth in the BID OPENING SCHEDULE. NO WITHRAWALS WILL BE ACCEPTED BY TELEPHONE. 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 number.

7. **RIGHT TO REJECT BIDS:** The Rankin County Board of Education reserves the right to reject any and/or all bids or any groups thereof and waive formalities.

8. **BID LIST:** If a bidder wishes not to bid on the item(s) or services in this bid, but wishes to remain on the active bid mailing list of the Rankin County Board of Education, they must return the BID PROPOSAL FORM with "NO BID - PLEASE LEAVE NAME ON BID LIST" written on the form. Failure to respond at all will result in the removal from the approved bid list.

9. **DAMAGE OR LOSS:**

(a) Any damage or loss to the Rankin County School District's 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 Bidder's expense, within a reasonable time set forth by the Rankin County Board of Education.

 (b) The successful bidder shall hold the Rankin County Board of Education, Rankin County School District, it's Officers, Agents, Employees harmless from liability of any nature or kind whatsoever, because of use of publisher or author, manufacturer or agent of any copyrights or un-copyrighted composition, secret process, patented or unpatented invention, article, environment-sensitive material, or appliance furnished or used under this bid.

10. **LABELING OF BID**: It is imperative that the BID PROPOSAL FORM be delivered in an envelope clearly marked in the lower left-hand corner with the following information:

BID # CN 18-03

DATE (date the bid is submitted)

BID ITEM Pest Control for Child Nutrition

BIDDER'S NAME

11. **VENDOR QUALIFICATION:** Only qualified companies will be allowed to offer bids. The following criteria must be met before a potential vendor is qualified:

(a) Services - The potential vendor shall provide proof that the services listed in Section IV can be provided.

(b) Capacity - A bidder must clearly demonstrate to school district officials that he has the capacity, physically and financially, to supply services to the school district.

(c) Reliability - A successful bidder must have a proven record of service particularly with respect to delivering all items on a regularly scheduled basis, at favorable prices. A DISTRIBUTOR MAY BE DESIGNATED AS UNACCEPTABLE IF THE REQUIREMENTS LISTED HEREIN HAVE BEEN PREVIOUSLY VIOLATED AND/OR POOR COMMUNICATIONS EXIST BETWEEN THE SELLER AND THE SCHOOL DISTRICT.

(d) Financial Capacity - The potential vendor shall have financing adequate to provide services requested. At the request of the school district, the potential vendor shall provide three (3) written references to document adequate financial capacity.

(e) Accounting Practices - A potential vendor must clearly demonstrate to school district officials the capability to provide accurate, reliable and timely reports. Moreover, a potential vendor must demonstrate the capability to spontaneously provide data for periodic review of prices by school district officials.

(f) Pre-Proposal Conference Performance - If the district has no historical records to document compliance with the requirements, three (3) letters of reference from other school districts shall be provided.

12. **REVIEW AND AWARD:**

(a) After the public opening of the bids, school district officials will require a minimum of five (5) working days for review.

(b) The school district will award the contract at the next regularly scheduled meeting of the school board after opening or as soon thereafter as possible.

(c) All bids shall be subject to verification of mathematical extensions and addition. If the errors on math and brands are within the tolerances described in the Bid, the bottom line will be adjusted, and if the bid is still low, the bid disclosure procedures will continue.

(d) Mathematical Accuracy of Proposal Offered - If less than ninety percent (90%) of the mathematical calculations are correct, the school district may elect to reject the bid. The following items will be classified as mathematical calculations:

(1) Any error in a line item in conversion, addition, or multiplication which results in an incorrect extension will be counted as one error.

(2) Any error in addition to arrive at the bottom line will be counted as follows: each 1% change in the bottom line will count as one error.

13. **FISCAL FUNDING:** If the effective dates of this contract extend beyond June 30 of the current fiscal year, it shall be understood that purchases in the next fiscal year are conditional on the receipt of federal and/or state funds. In the event of the discontinuance or a decrease in federal and/or state funds, the school district reserves the right to change the item identification, decrease the quantities and/or delete items.

14. **PAYMENTS:** All invoices for products received and inspected by the 25th day of the month will be paid following the monthly School Board Meeting, which is normally the second Wednesday in the month.

15. **TERMINATION OF CONTRACTS:** The district may terminate the contract, if the successful vendor fails to perform at the level specified in the contract document. The successful vendor may terminate the contract if the school district fails to meet the specified payment terms or other conditions arise that prohibits the vendor from fulfilling contract obligations. Each party shall follow the procedure outlined below, if a contract is to be terminated.

Step 1 - Issue warning letter and outline violation(s) and length of time to correct the

 problem.

Step 2 - Issue Letter of Intent to Cancel Contract, if the problem is not resolved by given

 date.

Step 3 - Issue letter to cancel contract.

16. **STANDARD CONTRACT CONDITIONS:**

(a) This contract shall be governed in all respects - as to validity, construction, capacity, performance, or otherwise - by the laws of the state.

(b) Vendors providing service under this contract, herewith, assures the school district that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.

(c) Vendors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Labor regulations (41 CFR Part 60).

(d) State Sales and Use Tax Certificate of Exemption form will be issued upon request. Sales tax shall be included in prices where applicable.

(e) Shall comply with applicable federal, state and local laws and regulations pertaining to wages, hours, and conditions of employment because of age, race, religious creed, sex, national origin, or handicap.

(f) Vendor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857-h), Section 508 of Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EFPA List of Violating Facilities.

(g) By signing this document the vendor certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The vendor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences, and civil damage award.

(h) MODIFICATIONS, ADDITIONS, OR CHANGES TO THE TERMS AND CONDITIONS OF THE INVITATION TO BID MAY BE CAUSE FOR REJECTION OF A BID. BIDDERS ARE REQUESTED TO SUBMIT ALL BIDS ON THE SCHOOL DISTRICT'S OFFICIAL FORMS. Bids submitted on company forms will be rejected. This includes computerized price lists.

SECTION IV - SPECIAL BID AND CONTRACT REQUIREMENTS - PEST CONTROL

INSTRUCTIONS

1. LINES OF COMMUNICATION: As far as practical, all communications between school district(s) and supplier(s) shall be in writing. Each shall designate a representative to deal with day-to-day logistical matters of the program. Matters of policy are to be dealt with by the Director of Child Nutrition and a company official at a high level.

2. PEST CONTROL-CAFETERIAS: Services are to be rendered to control ants, roaches, mice, rats, food infecting insects such as weevils, beetles, etc., and silverfish, at all Rankin County School District cafeterias. Areas to be treated include kitchens and dry storage.

3. MATERIAL: The materials used in the pest control work shall conform to Federal, State and Local laws, and shall be acceptable to the School Board. Rodenticides shall be used with all due precaution to prevent the possibility of accidents for humans, domestic animals and pets.

4. SERVICES: The successful vendor shall inspect and treat cafeterias **ONCE EACH MONTH.** The vendor shall make additional inspections and treatments when deemed necessary by the Child Nutrition Director. Such inspection and treatment shall be made promptly (within 24 hours) when requested, and shall be **MADE AT NO ADDITIONAL COST TO THE SCHOOL.**

All inspections and treatments shall be made at such time as not to interfere with cafeteria employees and other persons in and about the premises. **TREATMENTS MUST BE DONE BEFORE OR AFTER THE SERVING PERIOD TO CHILDREN.**

Exclusive service shall be rendered as required in schools, which have peculiar needs. Specific directions shall be given by the Child Nutrition Office. Please check before servicing.

An invoice for services performed must be signed in duplicate by the cafeteria manager and submitted to the Child Nutrition Director. **THE STATEMENT SHOULD BE RECEIVED NO LATER THAN THE 25th OF THE MONTH.**

5. TOBACCO-FREE WORKPLACE

The Rankin County School District recognizes that the use of tobacco products represents a health and safety hazard which can have serious consequences for both the user and non-user and the safety of the District. In order to protect the students, staff, and guests of the District from an environment that may be harmful and because of its possible harm to personal well-being, the Board hereby prohibits the use of tobacco products by all staff members, employees, visitors or guests on all public school property throughout the Rankin County School District.

6. COVERAGE LIMITS - Insurance coverage limits required to be carried by the Bidder under this section shall be as follows:

A. Commercial General Liability Insurance and Commercial Automobile Liability Insurance limits of coverage shall be no less than a Combined Single Limit coverage of $1,000,000 per occurrence.

B. Bidder's Workers' Compensation coverage is required and shall be no less than the Statutory Limits for the State of Mississippi.

7. INCREASED LIMITS - If, during the term of the Agreement, the District requires the Bidder to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Bidder's compensation will be made.

**8. CERTIFICATES OF INSURANCE - Bidder shall include as part of the Contract Documents certificates of insurance on forms acceptable to the District specified herein. The certificates shall specifically provide that the coverage afforded under the policy or policies will not be canceled or changed until at least thirty (30) days prior written notice has been given to the District.**

9. DISTRICT NAMED AS ADDITIONAL INSURED, CROSS LIABILITY PROVISIONS, AND WAIVER OF SUBROGATION

The District shall be named as an additional insured on all policies and all policies shall include cross liability provisions. Workers' Compensation coverage shall include a waiver of subrogation in favor of the District.

10. PAST SERVICE: In the case of services, past performances shall be the determining factor in the awarding of this bid.