



**Jackson Public School District  
Business Office**

Post Office Box 2338 - Zip 39225-2338  
662 South President Street - Zip 39201  
Jackson, Mississippi  
Telephone: 601-960-8796

Note: The Jackson Public School District will not accept any bids which are received after the published bid opening time and date indicated below and will not be responsible for any bids mailed or delivered to any address other than those above. No exceptions!

**FORMAL BID PROPOSAL  
BID OPENING SCHEDULE**

BID NUMBER: 3185

BID TITLE: Pest Control Services

BID OPENING DATE: May 19, 2021

BID OPENING TIME: 10:00 A.M., Local Prevailing Time

VENDOR NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

VENDOR TELEPHONE NO.: \_\_\_\_\_

VENDOR FAX NO.: \_\_\_\_\_

VENDOR E-MAIL ADDRESS \_\_\_\_\_

**I/WE UNDERSTAND AND AGREE THAT NEITHER THE AWARD OF THIS BID TO ME/US BY THE DISTRICT'S BOARD OF TRUSTEES NOR RECEIPT BY ME/US OF A NOTICE OF ACCEPTANCE OF THIS BID SHALL CONSTITUTE THE MAKING OF A CONTRACT BETWEEN JPSD AND ME/US, WHICH SHALL BE CONDITIONED UPON THE EXECUTION BY BOTH JPSD AND ME/US OF A FORMAL, WRITTEN AGREEMENT.**

**PLEASE SUBMIT ORIGINAL BID DOCUMENTS AND ONE COPY.**

If you would like the last tabulation for six months or annual bids, please go to [www.jackson.k12.ms.us](http://www.jackson.k12.ms.us). Double click on Departments and select Business Office. Open the Purchasing page. Select Purchasing Schedule or Approved Bids. These documents will give you the tab sheet approved by the Jackson Public School District Board of Trustees. If the bid in question is not an annual bid, contact the Purchasing Office at 601-960-8799.

**PROPOSAL FORM**

**Board of Trustees  
Jackson Public School District  
Jackson, Mississippi**

Ladies and Gentlemen:

I/We, propose to furnish and deliver all items and/or to perform all services according to all sections of this bid document (Proposal Form, Instructions and Conditions, detailed written Specifications, and Addenda if applicable) and in the quantities at the indicated prices, as called for in the document(s). All quantities indicated have been checked very closely, and both unit price and total price (where requested) have been submitted with the understanding that we shall be responsible for making complete and satisfactory delivery accordingly, within the timeframe agenda (if applicable).

All items contained in this bid shall be as specified or JPSD approved equal. For any item(s) proposed which is other than as specified, a complete and detailed cut and description for each item(s) must accompany the bid, if the item(s) is to be considered. Please carefully read each section of this bid.

**I/WE UNDERSTAND AND AGREE THAT NEITHER THE AWARD OF THIS BID TO ME/US BY THE DISTRICT'S BOARD OF TRUSTEES NOR RECEIPT BY ME/US OF A NOTICE OF ACCEPTANCE OF THIS BID SHALL CONSTITUTE THE MAKING OF A CONTRACT BETWEEN JPSD AND ME/US, WHICH SHALL BE CONDITIONED UPON THE EXECUTION BY BOTH JPSD AND ME/US OF A FORMAL, WRITTEN AGREEMENT.**

Respectfully submitted,

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

SIGNED \_\_\_\_\_

WRITE OUT  
SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

CIRCLE THE OPERATING STATUS OF YOUR BUSINESS AS INDICATED BELOW:

MINORITY OWNED      WOMAN OWNED      NON-MINORITY



Post Office Box 2338 - Jackson, Mississippi 39225-2338  
 Telephone: 601-960-8799 ☎ Fax: 601-960-8967  
 Email: [bjones@jackson.k12.ms.us](mailto:bjones@jackson.k12.ms.us)  
**REQUEST TO ADD VENDOR**

To be completed by JPS School/Location:  
 School/Department Requesting Vendor Addition \_\_\_\_\_

To Be Completed by Vendor: Please complete all sections and return by fax or email.

Will your company accept purchase orders?  Yes  No

**Note: An original JPS purchase order is required for all material purchases. Do not accept any order without a purchase order.**

Are you an employee of the Jackson Public School District?  Yes  No

Product Line \_\_\_\_\_

PARENT COMPANY NAME: \_\_\_\_\_

Doing Business As (dba) NAME: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**REMITTANCE ADDRESS:**

Vendor Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

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

Parent Company Tax ID# \_\_\_\_\_

D/B/A Federal Tax ID/Social Security #: \_\_\_\_\_

**Select One This information will be used to track purchases from minority vendors.**

Minority Code:  Woman & Minority  Minority  
 Non-Minority  Woman

**Select One**  
 Type of Entity  Individual/Sole Proprietor  Corporation  
 Partnership  Other \_\_\_\_\_

**\*\*\*\*JPS accepts no responsibility for orders filled without a valid purchase order.**

Submitted By: Signature \_\_\_\_\_ Date \_\_\_\_\_

<b>FOR INTERNAL USE ONLY</b>	
Vendor Number: _____	1099: <input type="checkbox"/> Yes <input type="checkbox"/> No
Completed By: _____	Date: _____

### Preference for Local Contractors

NON-RESIDENT CONTRACTORS ONLY: In letting of public contracts for the purchase of public construction, preference shall be given to resident contractors as provided in Miss. Code Annotated, §31-7-47 and §31-3-21, as amended. A non-resident contractor domiciled in a state having laws granting preference to local contractors shall be awarded Mississippi public contracts only on the same basis as the non-resident contractor's state awards contracts to Mississippi contractors. Mississippi contractors shall be granted preference over non-resident contractors in the awarding of public contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the non-resident contractor. **When a non-resident contractor submits a bid for a public contract, the contractor shall attach to the bid proposal a copy of its resident state's current law pertaining to such state's treatment of non-resident contractors.** The contractor shall also provide the following information with the bid proposal:

Contractor shall indicate its state of incorporation or its principal place of business or domicile:

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If contractor is a partnership, contractor shall provide the name and place of residence of all partners in the firm:

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Failure to provide any of the above information may result in the rejection of contractor's bid as "non-responsive."

The Board of Trustees of the Jackson Public School District (hereafter referred to as "JPSD") is soliciting sealed, written formal bid proposals from qualified vendors (hereafter referred to as "Vendor") for the purchase of furniture, equipment, supplies, materials, labor or services as outlined in the following specifications. Sealed bids shall be received by JPSD, in the Business Office of the Jackson Public Schools, 662 South President Street, Jackson, Mississippi, until the time specified on the Bid Opening Schedule (front page of the formal bid document), at which time all bids shall be publicly opened and read aloud. Neither dating of the bid form nor placing the bid in the mail by this date shall meet legal requirements; the formal bid document must be **received in the Business Office** of the Jackson Public School District on or before the date and time stated.

JPSD reserves the right to reject any and all bids received and to waive any and all informalities. Vendors are encouraged to very carefully read all sections of this bid document prior to submitting a bid proposal.

It is the basic philosophy of JPSD to extend to all responsible Vendors equal consideration and the assurance of unbiased judgment in determining whether their product or service meets specifications and the educational needs of the school district. JPSD shall fairly evaluate all formal bid proposals submitted and base all decisions on the "lowest and best" bid concept, purchasing only those products and/or services which meet the specifications as written. All decisions rendered shall strive to achieve the greatest value from every tax dollar expended. JPSD shall make no discrimination based on race, color, creed, religion, or national origin, in either the product evaluation process or in transacting business with Vendors or Vendor representatives.

The advertising and publishing of this formal bid has met all legal requirements (Mississippi Code of 1972, Annotated, §31-7-13), hence the requirement to offer public notice of the intent of JPSD to solicit bids via this bid document has been satisfied.

This document is to serve as an invitation to all qualified vendors to extend to JPSD, an offer, for the sale of all products and/or services specified herein. It is the purpose of this bid document to clearly define "open" and "competitive" product or service bid specifications. All items on this bid are to be **as specified or JPSD approved equal**.

**Addendum:** Vendor shall acknowledge the receipt of all addendum which were issued during the course of this formal bid. If specified in the text of the addendum, in addition to acknowledging receipt of the addenda below, the addenda may require additional information required for the bid (e.g., pricing), in which case the Addendum shall not only be acknowledged below but shall be completed and attached to the bid at the time the bid proposal is submitted. Receipt of the following Addendum issued during the course of this formal bid is hereby acknowledged:

Addendum Number		Date	
Addendum Number		Date	
Addendum Number		Date	

It is acknowledged that this formal bid proposal consists of the following sections: **PROPOSAL FORM, INSTRUCTIONS AND CONDITIONS, SPECIFICATIONS** and any **ADDENDUM** (if applicable). The detailed specifications section may include blueprints, drawings, or other documents which shall be deemed to be a part of these written specifications. I/We understand that each form is to be signed as required in the specifications, and unless this has been done, the bid proposal may be considered incomplete and therefore rejected. Likewise, it is understood that the submission of all

documents called for in the detailed specifications shall be submitted as defined in the specifications, and that failure to do so may result in rejection of the bid in part or in total. I/We, the undersigned, do hereby understand and accept all sections of this bid document and all addenda (if applicable) under which this quotation is being submitted and agree to perform in compliance with the specification requirements as set forth herewith.

I/We further agree that JPSSD reserves the right to award the order, if awarded, within forty-five (45) calendar days from the date of the bid opening, unless otherwise indicated in the written specifications which follow. Consequently, I/We agree not to request permission to withdraw the quotation after bids have been publicly opened for this period of time. Having carefully examined all elements of the specifications and addenda, I/we propose to furnish all furniture, equipment, supplies, materials, labor or services required according to the written bid specifications in connection with this bid and do hereby submit the following formal bid proposal, for the total amounts indicated on the proposal form pages, where requested in the bid document.

The individual signing this Bid Proposal shall be a responsible officer of the company and shall be authorized to sign on behalf of the company.

\*\* End Proposal Form Section of This Bid Document \*\*

### INSTRUCTIONS AND CONDITIONS

#### Preparation of Bid Proposals

Vendors should adhere to all of the instructions and conditions as contained in this section of the bid as well as all other sections of these bid specifications; failure to do so may result in rejection of the bid.

All bid proposals must be completed in ink or typewritten; all bids must be manually signed. No erasures shall be permitted; mistakes may be crossed out and corrections inserted adjacent. All corrections (including "white-out") must be initialed in ink by the person signing the bid proposal. The proposal must be signed with the firm or corporate name and by a responsible officer or employee of the firm. Vendor is to acknowledge receipt of any and all addenda (if any) re bid specifications and/or drawings which are published for this bid. All addenda shall be acknowledged as outlined in the Proposal Form section of this bid document.

Vendors should respond by using the proposal form and all other sections of this bid document without alterations, where information is requested. For every item proposed, the "Unit Price," "Total Price," (where requested), and "Quoting On" lines must be completed. All information concerning warranties, delivery dates, etc., where requested, must be completed by the Vendor; all "checklists" must be completed and submitted with the bid, if required in the specifications.

Pages on which there are no items being quoted by the Vendor, may be detached, and only those pages which contain a quoted item(s), along with the signed proposal form (both pages of the proposal form) and all other documents stated in the detailed specifications need be returned. On pages in which there are both items being quoted and items for which a price quotation is not being offered, the Vendor shall indicate "No Bid" on the "Total Price" line for all items not being offered for bid.

Prices must be stated in units specified hereon; i.e., in the units of measure indicated (per each, or dozen, case, etc.). JPSSD shall not be responsible for pricing which does not conform to the unit of measure indicated, and likewise JPSSD has no authority to amend a unit price once submitted even if the error is obvious. Pricing must be stated in U.S. dollars and cents and shall be offered in a known amount; i.e., a bid which simply states "My bid is \$1.00 lower than the lowest bid received" shall not constitute a legal bid proposal.

#### Submission of Bid Proposals

Bids, once completed, should be placed in an opaque envelope with the enclosed gummed label attached to the outside of the envelope, with the Vendor name and bid number as they appear on the proposal form written on the label, in order that the bid may be accurately registered upon receipt. A responsible official who is a legal representative of the Vendor must sign the attached proposal form, in order for the bid to be valid and acceptable. A bid which is not signed is not binding on the part of the Vendor and therefore does not constitute an informality which may be waived by JPSSD. Should a return label not be included with the bid document, address the outside of the envelope as follows:

IF MAILED	IF DELIVERED
Jackson Public School District	Jackson Public School District
Business Office	Business Office
Attention: Bettie Jones	Attention: Bettie Jones
Purchasing Coordinator	Purchasing Coordinator
P. O. Box 2338	662 South President Street
Jackson, MS 39225-2338	Jackson, MS 39201

In addition, the following information should be indicated on the outside of the bid envelope: (a) Vendor Name and Address and (b) Bid Name and Number and Bid Opening Date, as listed on the Bid Opening Schedule.

If the District's Business Office is closed for any reason, including but not limited to inclement weather, an emergency situation or any other act of nature, which closure prevents the opening of bids at the previously advertised date and time, all bids received shall be publicly opened and read aloud on the next work day that the District's Business Office shall be open for business at the previously advertised time. The new date and time of bid opening, as determined in accordance with this paragraph, shall not be advertised, and all Vendors, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. In such event, bids shall be received by the District until the new date and time of the bid opening as set forth herein. JPSD shall not be held responsible for the receipt of any bids the delivery of which was attempted and failed due to the closure of the Business Office. Each Vendor shall be required to ensure the delivery and receipt of its bid by JPSD's Business Office prior to the date and time of bid opening.

#### **Modification and Withdrawal of Bids and Late Bids**

Bid proposals should be verified before submission for accuracy and correctness, since JPSD shall not be responsible for any errors for which the Vendor is responsible. Bids may be modified or withdrawn by written notice or in person from the Vendor, if received in the Business Office prior to the time set forth in the Bid Opening Schedule; no telephone oral withdrawals shall be accepted. Notations written by the vendor on the outside of the bid envelope stating that an amount is to be "added" or "deducted" from the pricing structure submitted on the bid document sealed inside the envelope shall not be deemed permissible; all such notations shall be ignored relative to pricing submitted by the vendor. The pricing submitted on the form(s) provided by JPSD shall be deemed to constitute the legal pricing offered by the vendor and it is that pricing which shall prevail and for which the vendor shall be accountable.

NO bids may be accepted, modified or withdrawn which are received in the Business Office, after the time set for the opening of bids. NO EXCEPTIONS! Any and all bids received after the bid opening time and date indicated on the Bid Opening Schedule shall be refused and marked "Late Bid" and returned to the Vendor, unopened. No formal bid proposals may be "faxed" and no telegraphic modifications may be made to any bid proposal once received by JPSD; all changes shall be made prior to the bid opening **on the document** submitted to JPSD.

#### **Acceptance and Award of Bid Proposals**

The Vendor's bid proposal, once submitted and accepted as a valid bid by JPSD, shall be deemed by both parties to constitute a legal and binding offer on the part of the Vendor to sell to JPSD as per the terms of the bid specifications, all products and/or services contained therein. Bid proposals are subject to acceptance by JPSD at any time within forty-five (45) calendar days following the bid opening date. Consequently, all price quotations shall be effective for a minimum of forty-five (45) calendar days and a maximum period as indicated in the specifications. All bids must be valid for the effective dates stated in the specification, if applicable.

Award of contract shall be made to the responsible Vendor whose bid, conforming to the specifications, is deemed to be the most advantageous to JPSD, price and all other factors considered. The Vendor acknowledges the right of JPSD to reject the bid, in part or in total, if the Vendor fails to submit the data required in the specifications, or if the bid is in any way incomplete or irregular. Under no circumstances may a Vendor deliver, install, or perform any service as specified in these specifications without written authorization from JPSD (i.e., a duly issued purchase order or signed contract). All formal bid proposals shall be approved by the Board of Trustees prior to the award of the bid.

The Vendor shall be issued a purchase order document, which shall be deemed acceptance of the bid proposal offer made by the Vendor, for all items and/or services approved by the Board of Trustees and awarded as a result of this bid. However, if in the opinion of JPSD a contract document is required to authorize the award of the bid, Vendor agrees to sign and execute all such contract documents as required in the written specifications. NOTE: If Vendor policy requires that JPSD sign Vendor contract documents, a sample of all such documents shall be included with the bid proposal and shall become a part of the Vendor's bid proposal.

#### **No Response to Bid Quotation**

Due to the ever-increasing postal rates, it is necessary to remove the names of Vendors from bid mailing lists which do not respond in writing to formal bid proposals which are mailed to them. Henceforth, it shall be interpreted that a Vendor no longer wishes to remain on the bid mailing list for any bid, unless the Vendor offers a bid proposal or returns the cover sheet of the bid marked "NO BID - Please Leave Name on Active Bid Mailing List." Likewise, for the Board's information, please indicate on a sheet of your company's letterhead, the reason(s) why your company is not submitting a bid proposal in response to these specifications at this time. Failure to respond at all to an offer to bid shall result in the removal from the bid mailing list. It shall be the responsibility of the Vendor to notify JPSD in writing if the Vendor has a change of address.

### Rejection of Bid Proposals

JPSD reserves the exclusive right to reject the bid of any Vendor in part or total for reasons deemed appropriate, such as a documented past experience(s) in which the Vendor failed to perform according to stated specifications once awarded the bid, suspicious financial responsibility of the Vendor, instances in which Vendor offered references were checked with resulting negative connotations, etc. JPSD reserves the right to accept the "lowest and best" bid, which in their judgment, assures JPSD the product(s) or service(s) having the best performance and the highest level of function, quality and value. Any Vendor which does not indicate on the "Quoting On" line for each item on which a quotation is submitted, exactly what is being offered, may expect that item to be rejected, due to the fact that what is being offered cannot be clearly identified and compared to what is specified.

### Approved Equal

It is the intent of this document to clearly define "open" and competitive product or service bid specifications. All items on this bid are to be as specified or JPSD approved equal; JPSD shall reserve the exclusive right to determine products and or services which are approved as equal to those specified herein. Reference in these specifications to and the use of the name and model number of any article, product, material or item of furniture and equipment by proprietary name, manufacturer or manufacturer's model or catalog number in describing an item, is intended to establish a standard of type, quality and design, and is therefore not intended to limit competition. Vendors may submit bid proposals for products which are of a different manufacturer and model number from that which is specified, provided the herein procedure is adhered to exactly. However, Vendors are encouraged to offer products of those manufacturers and model numbers specified, if at all possible.

For any item(s) which is proposed, which is other than as specified (brand name and number), it is the responsibility of the Vendor to submit, with the bid proposal, a manufacturer's published detailed cut and description, catalog, or other descriptive document, explaining in detail, exactly what is being proposed. Likewise, any support literature for any item(s) proposed which is other than as specified (manufacturer and model number), shall be clearly labeled as to the **Vendor's Name**, the **Item Number** as appears in the specifications and the **Item Name**. It shall be the responsibility of the Vendor to ensure that a detailed, technical description is provided for all items which shall allow for an accurate comparison to the item specified. All such support documentation shall be submitted with the bid proposal and shall be organized in one of the following manners:

- (a) Bound Volume of Pages - for each item, a picture and detailed product specification (for the exact manufacturer and model number proposed) shall be pasted on an 8 1/2" X 11" sheet of paper and bound in a cover with the Vendor's Name on the outside of the cover. The item number and item name as listed in the bid specifications shall be indicated at the top of each page. The support literature shall be organized in a bound volume in order by item number. Preferably, only one item shall be placed on each page.
- (b) Published Catalog - it shall be permissible to submit with the bid, a general or manufacturer's product catalog clearly indicating the detailed product information concerning the proposed product; however, if this method is utilized, it shall be the responsibility of the Vendor to place beside the product manufacturer and model number on the "Quoting On" line the correct **page number** in the catalog which is submitted, on which the product may be found. JPSD shall not research catalog table of contents or indexes attempting to locate items which are offered on this bid.

In addition, it shall be the responsibility of the Vendor to clearly define any deviations that exist from specifications, if any, between what is proposed and what is specified, for each item offered, which is other than as specified. All such information relating to product deviations may be placed in the bid proposal either on the page below the item specification or on a separate sheet. If a separate sheet is utilized, the page shall be entitled "Proposed Product Deviations" and each item shall be clearly labeled as to number and name as they appear in the specifications. Failure to provide such documenting evidence to support any such item offered and/or any significant product deviations may result in rejection of the item(s) involved.

### Pre-Bid Approval of Items

Preference shall be given to those manufacturers and models which have been granted pre-bid approval based on past performance. Vendors are encouraged to request approval of their brands and models for each item(s) which are to be offered via bid in the future, in order to meet specifications as listed on this bid. All such requests shall be made in writing to the Director of Budget/Internal Services. After the bid has been published, all decisions as to product-approved equals shall be made following the bid opening. Where applicable, for the products and/or services to be provided in the specifications, preference shall be granted to those Vendors which offer local sales and service, parts inventories, user training orientation, etc. In the case of "tie bids", all factors being equal, the local vendor shall be recommended to the Board of Trustees for approval.

### **Net Prices**

In all cases, prices quoted are to be net including all applicable discounts. A separate price shall be offered for each item and not in combination with other items (unless the grouping of items is otherwise allowed as defined in the specifications). Unit price shall prevail in case of a conflict between unit and total price (extension); written price shall prevail in case of a conflict between written and enumerated pricing. Vendors are instructed to round off all unit pricing and extensions to the nearest whole cent; i.e., round the pricing to **two** places to the right of the decimal point only. The JPSPD mainframe computer database is designed to accept only pricing which is stated in this manner. All items for which pricing is submitted which is other than two places to the right of the decimal shall be accepted; however, all digits beyond a whole cent (more than two places to the right of the decimal) shall be ignored in the bid analysis process and the unit price indicated on the purchase order shall be to the nearest whole cent for each item involved.

### **Freight**

The Vendor agrees to deliver all items prepaid (F.O.B. DESTINATION), to an inside point or points of receipt within the District. If multiple delivery sites are required for items in the bid, either the total number of or the exact address of all such sites shall be indicated in the specifications section of the bid document. All costs for delivery, drayage or freight, for the packing or unpacking, loading and unloading of said articles, are to be borne by the Vendor, and should be included in the unit price.

### **Taxes**

Vendor pricing shall not include any taxes (unless specified), since JPSPD is tax exempt. Federal Excise Tax Exemption Certificates shall be executed when required upon request by the Vendor.

### **Grouping of Items**

As stated above, no grouping of items shall be allowed unless otherwise defined in the detailed specifications. Most items are to be offered for bid on an "individual" basis and shall be awarded accordingly. However, certain circumstances may arise in which it is to the advantage of JPSPD to group items offered for bid. In certain instances, for the purpose of continuity and to insure product compatibility and design, and to minimize the freight costs involved, similar items may be grouped in the specifications and therefore shall constitute a single unit for bid purposes. All items in each such grouping shall be purchased from one Vendor. In order to be eligible for consideration for award of the bid for any group of items, a price quotation must be offered for ALL items in the grouping and a total price given for all items included in the grouping; award of the bid shall be made following careful analysis of the "lowest and best" bid offered for the entire group of items. Failure to offer a quotation for all items in a group may constitute a "No Bid" for the entire group of items.

### **Payment and Invoicing**

Unless otherwise indicated in the detailed specifications of this bid document, it is mutually understood that JPSPD shall make remittance in a **single lump sum** payment **following satisfactory delivery of all items** listed on the purchase order or following satisfactory performance (final inspection) of all services as specified in the contract. JPSPD remits by "completed purchase order" only; remittance shall not be made upon receipt of partial shipments or performance, or the receipt of invoicing for same, but only after all items included on the purchase order or contained in the contract are delivered and/or satisfied. Invoices submitted against **Multi-Year or Open Purchase Orders**, remittances are processed based on the contracted scheduled agreement prior to the purchase order being generated. Only **Multi-Year and Open Purchase Orders** have multiple invoices received for remittance for payment. Professional Services, Construction, items and other such services; invoices are submitted for payment in intervals following satisfactory delivery of ALL services and /or performance of ALL services indicated in the contracted agreement between said vendor and JPSPD for that time period, following inspection if applicable.

Vendors must agree to submit itemized invoices procured on a purchase order issued by the JPSPD. Vendor may submit invoices via email to [ipsap@jackson.k12.ms.us](mailto:ipsap@jackson.k12.ms.us) or use USPS and mail remittance to Jackson Public School District, Business Office/Accounts Payable, Post Office Box 2338, Jackson, Mississippi, 39225-2338, following the delivery of all items and/or services as indicated on the purchase order or contract. Following satisfactory invoicing as defined above, payment shall be made in full on each invoice to the Vendor within forty-five (45) calendar days from either the date of delivery or the receipt of satisfactory invoicing, as specified above, (in the Business Office), for the complete order or contract, whichever occurs last.

### **Delivery Instructions**

Information containing product delivery instructions for each item specified, shall be so indicated in the specifications. The specifications shall indicate if delivery is to be made to one central location or to multiple locations within the school district. Vendor agrees to adhere to delivery date schedules, as requested in the specifications.

### **Default and Delays**

Upon failure of the Vendor to deliver all of the items ordered or to render service, within the time set or allowed, the successful Vendor shall be considered in default, in which case JPSPD reserves the right to terminate the purchase order or contract and to purchase similar supplies, services, or furniture and equipment, on the open market or secure the



manufacture, delivery, and installation thereof by contract or otherwise. The Vendor shall be charged with any cost occasioned by JPSPD whether said cost is the same as originally accepted or any excess cost.

#### **Damage to School Property**

Any damage or loss to JPSPD property as a result of any action by the Vendor in the delivery, execution or performance of any item or service stated in these specifications shall be repaired or replaced to the satisfaction of designated JPSPD personnel, at the Vendor's cost, within a reasonable time.

#### **Assemble and Set in Place**

It shall be the Vendor's responsibility to furnish, deliver, unload from the delivery vehicle, completely assemble, set in place and where specified to completely install and make ready for operation to the satisfaction of JPSPD all items offered for bid in these specifications. All Vendor personnel shall be legally licensed and fully qualified in the performance of the various areas of installation expertise. Items requiring unpacking shall be unpacked, assembled and set in place by the successful Vendor, at Vendor expense, as directed by the designated representative of JPSPD. Where specified, all items shall be furnished, delivered, set in place, and made ready for operation, by the Vendor at Vendor's expense.

#### **Removal of Debris**

Where applicable, Vendor owned materials and equipment may be stored on the job site but the contractor shall maintain full responsibility for the stored items and full responsibility for any acts of vandalism or damage to JPSPD owned property as a result of the vandalism. Any materials of a flammable nature must be stored at least 50' from the nearest building. Vendor must maintain the premises free from accumulations of waste, debris and rubbish caused by the execution of the contract, as a result of this bid. Upon completion of all work, crates, boxes, and packing material shall be removed from the point of work or delivery by the Vendor, at Vendor expense, and the premises are to be left free of debris.

#### **Complying with Specifications**

All material furnished must be in conformity with the specifications and shall be subject to inspection and approval by JPSPD following delivery. The right is reserved to reject and return at the risk and expense of the Vendor such portion or the entirety of any shipment which may be deemed defective or fail to comply with specifications. If rejected, it shall be held for disposition at the expense and risk of the Vendor. Vendors shall be required to replace that defective portion or the entire order according to specifications without additional cost to JPSPD. Any items which may be lost or damaged in transit from the manufacturer to JPSPD shall be replaced or restored to the original good condition by the Vendor at no cost to JPSPD, to the satisfaction of JPSPD.

If required in the detailed specifications, each Vendor and subcontractor(s), together, should visit the site and take such other steps as may be necessary to ascertain the nature and location of the work to be performed, and the general and local conditions which could affect the work or the cost thereof. All visits to the sites shall be made at the Vendor's expense.

#### **Guarantee**

Each Vendor, by presenting a bid under these specifications, binds himself to make positive that all goods are fully up to the standards set by the specifications. Should it be discovered within a reasonable period of time from the date of purchase order or contract that such goods or services are not up to standard, JPSPD shall have the right to have such goods or services replaced by others conforming to the standard requirements and the entire expense be borne by the Vendor. The Vendor shall agree to guarantee and warrant all equipment provided as a result of this bid for a period equal to the stated guaranty/warranty in the specifications. All such warranties shall provide the coverage as indicated in the specifications.

#### **Samples**

JPSPD reserves the right to request of any Vendor offering a product for sale via this bid an exact sample for evaluation for any product proposed. Vendor agrees to submit requested sample(s) within ten (10) calendar days from notification of the sample request. Should the Vendor not adhere to this sampling procedure, the item(s) in question may be rejected on these grounds. Samples must be furnished upon request only, free of expense to JPSPD and if not destroyed by tests, shall be returned at the Vendor's expense upon request. Samples are to be submitted to the Business Office to the attention of the Director of Budget/Internal Services, 662 South President Street, Jackson, Mississippi. Samples are to represent exactly what the Vendor actually proposes to furnish. Samples shall be properly identified as to bid number, bid date, name of Vendor, and item number as it appears on the bid. Once the bid is awarded, JPSPD reserves the right to subject actual shipment samples to randomized testing. In cases when a sample is sent to testing laboratory for analysis in light of specifications, and the tests results indicate that the sample does not comply with specifications, the cost of the test shall be charged to the Vendor submitting the failing sample. The right is reserved to keep the successful Vendor's sample for comparison with actual shipment. Said sample may be returned to the Vendor or accepted as delivery according to order.

**Compliance with Laws**

If required due to the nature of the specifications contained herein, the Vendor shall give all notices, pay all fees, and comply with all local city, state, and federal laws, codes, ordinances, rules and regulations bearing on the successful conclusion of an order for supplies, services, or equipment. Vendor is to secure and pay for all permits, governmental fees, licenses and assessments necessary to perform all work as outlined in the specifications. The Vendor shall comply with all fire, safety and security regulations.

**Insurance**

It shall be the responsibility of the Vendor, once awarded the contract, to procure and maintain at Vendor expense, any insurance coverage equal in coverage to the minimum requirements applicable to the nature and scope of the project as set forth in these specifications. Vendor shall insure the delivery of all products delivered as a result of this bid until such time as all products are received by JPSPD, inspected and approved.

**Liability and Relationship of Parties**

The Vendor shall, and hereby does, indemnify and hold harmless JPSPD from any and all claims, suits, actions, judgments, settlements, damages, awards, costs and expenses of any kind or nature whatsoever arising from or out of any assertion or complaint by a third party or parties of any injury or damage resulting from the performance of this agreement by Vendor. Without limiting the generality of the foregoing sentence, as relates to this bid document and any succeeding document(s) as a result of this formal bid, the Vendor (which shall include the vendor of award, the product manufacturer whom the Vendor represents, any subcontractor(s) of either, or any other party acting as an agent of the Vendor or manufacturer) shall hold JPSPD, its officers, agents, servants, and employees harmless from liability of any nature or kind whatsoever against the publisher or author, manufacturer or agent for the use by JPSPD of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, environment-sensitive material, or appliance furnished or used under this bid proposal.

Any architects, consulting engineers, or other defined agents acting in behalf of JPSPD with regard to this formal bid, shall be deemed to be extensions of JPSPD and therefore all terms and conditions in this bid document shall equally apply to said third parties just as they do to JPSPD. Neither this bid nor any succeeding document(s) as a result of this formal bid, shall constitute nor create a partnership or joint venture between JPSPD (or any agent acting in behalf of JPSPD) and the Vendor, nor does it create a business relationship between the parties other than that specifically provided for by the terms of this agreement.

**Non-Mentioned Items**

Any standard manufacturer's parts, components, other equipment or related accessories not specifically mentioned by name or included in these specifications but which are normally a part of the equipment and furnishings necessary to complete the installation or insure the performance of the item, which are normally advertised and sold as a part of the "total product", shall be deemed to be included in the bid and shall therefore be furnished by the Vendor under the framework of this bid, at no additional cost to JPSPD.

**JPSPD Responsibilities**

With regard to installation as per these specifications, it shall be the responsibility of JPSPD to provide all electrical, gas and water services (stubouts) to the products as required and in compliance with the manufacturer's product specifications. Floor drains shall be provided by JPSPD. However, any and all product connections required to interface the product with electrical, gas, water and drain facilities, whether indicated on attached project plans, drawings and specifications, including all addenda issued pursuant to this bid, shall be solely the responsibility of the Vendor. JPSPD shall allow Vendor access to any facilities involved in these specifications during normal business hours in compliance with JPSPD's approved schedule. Upon written request from a Vendor, JPSPD may consider special work hours if required to complete a delivery or a project with an impending deadline. Likewise, if applicable, upon written request from the Vendor, JPSPD shall allow Vendor access to any project plans, blueprints or other detailed specifications which may not be included within this bid document, but which could reasonably be expected to have a bearing on the bid proposal. All such written requests shall be forwarded to the Business Office to the attention of the Director of Budget/Internal Services.

**Product Colors, Finishes and Color Combinations**

Where applicable and indicated in the specifications, color selection of all product finishes and furnishings which have been pre-selected by JPSPD, shall be adhered to as closely as possible by the Vendor. There are situations in which it is very important to JPSPD that all of the products included in the bid or various sections of the bid, be color coordinated in order that a pleasing decorative atmosphere conducive to instruction be established. It shall be the responsibility of the Vendor to submit as a part of the bid, where required in the specifications, proposed manufacturer's color samples for all items offered for which a specific color is indicated. Failure to do so may result in rejection of any and all items involved in that section.

### **Adjustments in the Quantities to Be Purchased**

All quantities indicated in this bid are projected based on an established need and are stated in "good faith" by JPSD and represent the known quantities which shall be purchased via this bid; however, in order to insure budgetary compliance, a situation may arise in which the quantities indicated for one or more items listed for bid may have to be amended.

**Deletions** - All quantities listed in these specifications are subject to adjustment; JPSD shall reserve the right to delete any and all items entirely and/or to reduce quantities in number prior to issuing a purchase order at the unit price(s) quoted in the Vendor's bid.

**Additions** - If an "additions" clause is to be implemented with reference to the quantities to be purchased as a result of this bid, it will appear in the detailed specifications section of this document. If there is no reference to the purchase of additional quantities the quantities to be purchased shall be as published herein.

### **Follow-Up Services**

The Vendor shall agree to provide to JPSD as part of this bid, at no additional cost, all required user orientation as to the proper use and care for all equipment sold as a result of this bid.

### **Ambiguities**

Should questions arise or ambiguities exist regarding any part of parts of the specifications as published, the Vendor shall notify the Purchasing Coordinator, (601) 973-8582, at least five (5) calendar days prior to the published bid opening date, in order that a written clarification (addendum) from the Business Office can be made known to all Vendors participating in the bid. No addendum concerning clarification of published specifications shall be issued following five (5) calendar days prior to the published bid opening date, unless it is to extend the bid opening date. Interpretation of and subsequent modifications to these specifications shall be made by addenda only; JPSD shall not be responsible for any interpretation of the documents other than as set forth in these specifications or in JPSD authorized written and published addenda. Should ambiguities exist between this section of the bid (Instructions and Conditions), and the stated specifications which follow, the specifications shall prevail and shall be taken to be the correct interpretation for this bid.

### **Vendor Grievance Procedure**

JPSD has adopted a Vendor Grievance Procedure to address and resolve any Vendor grievances or disputes resulting from or arising out of JPSD's bid process. If Vendor disagrees with any aspect of the bid process, Vendor shall adhere to the following procedure. Vendor shall submit a letter or written statement of protest to the Purchasing Agent, with a copy to the Superintendent, identifying the bid, including bid number, title, opening date and, if applicable, the item number(s) at issue, and explaining, in detail, the nature of and/or reason(s) for the protest. No verbal protest shall be acknowledged by JPSD. Vendor protests must be received by the Purchasing Agent not later than five (5) business days prior to the date of the Board meeting at which the Board is to act upon the bid that is the subject of the protest. A review committee, appointed by the Superintendent, shall evaluate the protest and render a decision expeditiously. The decision of the review committee shall be based on evidence presented by the Vendor, the Purchasing Agent and other appropriate parties, to be determined in the discretion of the committee. In the sole discretion of the committee, the committee may conduct a hearing on Vendor's protest. The decision of the review committee shall be submitted to the Superintendent for approval. The protesting Vendor shall be informed, in writing, of the Superintendent's decision not later than two (2) business days prior to the date of the Board meeting at which the Board is to act upon the bid that is the subject of the protest. The Superintendent's decision shall be final unless Vendor appeals such decision to the Board of Trustees. If Vendor wishes to appeal the Superintendent's decision, Vendor shall deliver its appeal, in writing, to the Office of the Superintendent not later than 12:00 p.m. on the date of the Board meeting at which the Board is to act upon the bid that is the subject of the appeal. Appeals shall be presented to the Board at the meeting at which the Board acts upon the bid that is the subject of the appeal and Vendor, upon written request, will be granted up to five (5) minutes to appear and present to the Board at such meeting its protest and/or appeal. After the Board takes final action upon a bid, no appeals or protests will be acknowledged by JPSD. The decision of the Board shall be final, subject to Vendor's right to pursue a legal remedy.

### **Exceptions to These Instructions and Conditions and/or Specifications**

The Vendor, when through a voluntary and independent action, places the signature on the proposal form, fully agrees to accept and comply with all instructions and conditions and all other requirements defined in the detailed specifications and outlined in all other documents pertaining to the bid document. Should any Vendor take exception with any part(s) of these instructions and conditions, or any part(s) of the specifications which follow, it is the responsibility of the Vendor to so acknowledge such differences in detail on a separate sheet(s), and attach and submit said sheet(s) with the bid; all such exceptions shall become a part of this bid. **Proposal awards are based on the availability and continuation of funding. In the event of funding reduction, this award can be rescinded at any time.**

### **Jackson First**

Jackson Public Schools is committed to supporting businesses within the City of Jackson. We believe that our businesses are vital to the success of our students and our schools. We also believe that the district should strive where possible to acquire goods and professional services from qualified businesses within the City of Jackson. The district is not willing, however, to sacrifice quality, noncompetitive or inflated pricing in its pursuit to support Jackson businesses. In light of our desire to support Jackson businesses, we are pledging to put JACKSON businesses FIRST when acquiring goods and professional services.

## **Important Message**

Until further notice, all hand delivery proposals delivered between 9:00 a.m. until 9:59 a.m. (local prevailing time) the date the bid is scheduled to open, must be delivered to JPSD Board Room, 621 South State Street, Jackson, MS 39201.

### **Pest Control Service**

**Effective Dates: July 1, 2021 - June 30, 2022  
With the Option to Renew For Two Additional Years**

#### ***INTRODUCTION***

The Board of Trustees of the Jackson Public School District, (hereafter referred to as "JPSD") is soliciting sealed, written formal bid proposals from qualified vendors (hereafter referred to as "Vendor") for the contractual purchase of a "turnkey" professional General Pest Control Service to be performed as specified herein. Paramount in the execution of any pest control program is the safety of the students and staff at each facility; Vendor shall utilize chemicals which balance safety with effectiveness.

The purpose of these specifications and the resulting pest control services agreement (hereinafter referred to as the "Agreement" or the "Contract") is for the Vendor to implement in concurrence with JPSD, a quality general professional pest control program and cyclical procedure which shall result in a clean and pest-free environment conducive to the positive instruction of children. Under the terms of the general pest control provisions of the contract, no less than ONE (1) scheduled inspection and treatment shall be made by the Vendor each calendar month, during the contract period, which shall consist of a program acceptable to JPSD, with prior approval of all chemicals, broadcast procedures, and baiting as deemed necessary by both parties. Any additional treatments made during the scheduled monthly inspections to correct a pest problem, shall be made promptly (within **three hours**), at no additional cost to JPSD. Likewise, any special calls made by JPSD to the Vendor to correct pest problems other than during the regular monthly inspection/treatment shall be made by the Vendor at no additional cost to JPSD, and all such calls shall be made by the Vendor within a **three hour** period following the service request by JPSD.

#### ***GENERAL PROVISIONS***

##### ***Payment:***

Remittance for vendor services performed shall be made on a **monthly** basis, in arrears, no later than fifteen days following receipt of one invoice for actual services performed. The monthly invoice shall be determined for each site location as follows: the total amount of the general pest control program (as indicated on the Proposal Form of this bid) shall be divided by twelve and that shall represent the monthly cost for all sites included in the Agreement.

##### ***Compliance with Laws:***

Vendors shall be knowledgeable of and comply with all pertinent federal and state statutes as well as all local ordinances applicable to the legal operation of Vendor's pest control service operation in Jackson,

Mississippi should be followed. All statutory permits, licenses, tax liability required for operation as a professional pest control service corporation in the state of Mississippi must be complied with. Any Agreement resulting from this bid shall be governed by and subject to all of the terms and conditions provided in the statutes of the State of Mississippi relating to such an agreement.

**Insurance:**

Vendor agrees that upon notification by JPSD of the award of the bid, the Vendor shall within ten (10) working days deliver a completed **Certificate Of Insurance** to the JPSD Business Office, clearly indicating the company(s) affording coverage, and said company(s) must be a reputable insurance company, licensed to transact business in the state of Mississippi, clearly indicating and offering JPSD assurance that should the Vendor be awarded the Pest Control Services Agreement, the insurer would provide insurance coverage for the coverage and limits indicated below; this statement shall become a part of the Vendor's formal bid proposal.

The Vendor shall obtain and maintain the following minimum coverage:

- A. **Workmen's Compensation and Employer's Liability Insurance**  
Shall be provided for all employees at the site of the school as per the statutes  
Coverage A - Statutory - MS  
Coverage B - Employer's Liability:  
    Bodily Injury by Accident - \$100,000 Each Accident  
    Bodily Injury by Disease - \$500,000 Policy Limit  
    Bodily Injury by Disease - \$100,000 Each Employee
  
- B. **Automobile Liability -**  
Bodily Injury: \$500,000 Each Person, \$1,000,000 Each Occurrence  
Property Damage: \$500,000 Each Occurrence OR \$1,000,000 Combined Single Limit
  
- C. **Comprehensive General Liability**  
Shall include coverage for the following:
  - (1) Premises - Operations
  - (2) Products/Completed Operations
  - (3) Contractual Insurance
  - (4) Broad Form Property Damage
  - (5) Independent Contractors
  - (6) Personal Injury  
Bodily Injury and Property Damage:  
    \$1,000,000 Each Occurrence  
    \$2,000,000 Personal Injury and Advertising Injury  
    \$2,000,000 Products/Completed Operations Aggregate  
    \$2,000,000 General Aggregate (Except Products/Completed Ops)

**Vendor shall name JPSD as an additional insured on the automobile liability and general liability policies, as certified by certificate of insurance.**

**Liability and Relationship of Parties**

Contractor hereby indemnifies and hold harmless JPSD, including all JPSD, officers, trustees, agents, representatives and employees, from any and all claims, suits, actions, judgments, settlements, damages, awards, costs and expenses of any kind or nature, including attorneys fees, arising from or out of any assertion or complaint by any party of injury or damage resulting from the performance of the Project by Contractor, its employees, agents, representatives or subcontractors. Without limiting the generality of the foregoing, this indemnification applies to, among other things, liability of arising from or out of the use by JPSD of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, environment-sensitive material, or appliance furnished or used by Contractor, its employees, agents, representatives or subcontractors in the performance of the Project.

**JPSD Responsibilities:**

JPSD agrees to provide access to all areas of each facility established as part of the Agreement for the times required for performance of the Agreement. JPSD agrees to establish a mutually agreeable service schedule in implementing a workable pest control program. JPSD agrees to keep as clean as possible, within reason, all building facilities included in the Agreement therefore not causing unnecessary pest service problems or requirements. JPSD cannot be held liable for damages to Vendor owned equipment or other resources provided as a result of the agreement, resulting from the acts of nature or third parties (theft, vandalism, etc.).

Vendor shall provide JPSD with a single person and phone number with whom JPSD can contract to report all communications related to the contract. This shall include but not be limited to: requests for emergency calls to be made within three hours, requests to have swarming termites knocked-down (i.e., not the treatment of termites) under the terms defined herein, questions concerning invoicing and overall accounting, etc. JPSD shall likewise designate only certain employees who shall deal only with the designated Vendor's person concerning the operations related to the contract. It is felt that the centralization of the communications process by both parties shall minimize problems during the contract period. School personnel shall be instructed to contact certain JPSD staff to report problems and not to call the Vendor.

**Effective Dates of the Pest Control Services Agreement:**

The contract period shall begin July 1, 2021 - June 30, 2022. At the option of the Board, the contract may be renewed for July 1, 2022 - June 30, 2023. At the option of the Board, the contract may be renewed for July 1, 2023 - June 30, 2024. Hence, at the option of the Board, the pest control contract could be for a three fiscal year period - July 1, 2021 - June 30, 2024.

**Termination of the Agreement:**

This Agreement may be terminated by the District, without cause, upon thirty (30) calendar days of prior written notice. This Agreement may be terminated by the District immediately for cause. For purposes of this Agreement, "cause" shall be defined as: (1) In the sole and absolute discretion of the District, the failure by Vendor to consistently and/or satisfactorily perform the scope of work required by this agreement; (2) The breach by Vendor of any material term of this Agreement. Upon termination of this agreement, for cause or without cause, the District shall compensate vendor for all services satisfactorily performed up until the date of termination.

**Qualifications of Vendor:**

As a public institution, JPSD is concerned with utilizing vendors with the highest possible reputation for efficiency and dependability. The Vendor shall be able to demonstrate a range of pest control service and management attributes related to commercial pest control extermination services that would enable the satisfactory fulfillment of these specifications. Therefore, **as part of this bid proposal** each vendor is instructed to provide the following information on a separate sheet and submit with the bid; this sheet shall become a part of the bid. Failure to provide this information, in detail, may result in rejection of the bid.

**A. Resume and Qualifications of Vendor staff -**

- (1) Include details concerning the total number of employees, both management and labor
- (2) Indicate the number and qualifications of the technician(s) which shall be assigned (dedicated or made available) to JPSD under the Agreement
- (3) Indicate Vendor staff qualifications and detailed job descriptions.

**Licensing** - Document that technicians are licensed and registered by the State Plant Board and that all are qualified to service commercial food handling establishments.

**Technical Division** - Does the company have a "Technical Department" which can be consulted should any unusual problems occur? Indicate if a licensed entomologist is employed by the firm and the year's experience.

**Quality Control** - Is there a quality control inspector employed by the firm for spot checking existing pest control problems? Indicate the experience of this inspector.

**Vehicles** - (1) Indicate the total number and nature of the vehicle fleet which are owned and operated by the Vendor. (2) Indicate the number and nature of the vehicles which shall be **dedicated** or made available to service JPSPD under the Agreement. Are the vehicles radio equipped?

**Response Time** - In the execution of the Pest Control Services Agreement, Vendor shall agree to a maximum three (3) hour response time to calls made by designated JPSPD personnel. More specifically, Vendor agrees to respond to all calls made and to be at the site needing service, no later than four hours following the time the call is placed by JPSPD to the Vendor. Vendor shall indicate agreement with this provision of the contract.

**B. Financial Status of the Business** - include with the bid proposal a current letter from the **primary bank or financial institution** which is utilized for financial transactions by the Vendor, on the letterhead stationery of the bank, signed by an officer of the bank, stating clearly that the Vendor is presently deemed by the bank to be in sound financial condition and possesses sufficient working capital and assets to perform under the terms of the Agreement.

**C. History and Organizational Structure of Firm** - indicate the number of years the firm has been in the pest control services industry in the Jackson, Mississippi area.

**D. Clients** - (1) **Provide three (3) letters of recommendation on company's letterhead** of comparable size with JPSPD and indicate the approximate contract amounts with each client. (2) Provide the name, address and telephone number for reference purposes of all clients listed above. NOTE: Limit clients to those which represent the largest **commercial, restaurants, medical and educational** clients.

In order to be considered for award of the Agreement, Vendor shall have in the opinion of JPSPD sufficient **local** staff and equipment to adequately provide the services required at all of the site locations specified. Vendor supervisory personnel shall reside (be domiciled) in the Jackson, Mississippi metropolitan area.

***Relationship Of Parties Involved:***

Vendor shall be regarded as an independent contractor for all purposes under the Agreement and not as an agent of JPSPD. Vendor shall be solely responsible for all acts and actions of its' employees, subcontractors, etc. Vendor agrees to indemnify and hold JPSPD harmless for all claims, losses and expenses, including reasonable attorney's fees, which JPSPD may incur by reason of any suits arising out of actions of the Vendor or its employees, subcontractors, etc. in the performance of the Agreement. Neither party shall assign, sell, transfer, sublet, or sublease all or any part thereof of the Agreement without the prior written consent of the other party. Because the Agreement shall be deemed a vendor/customer relationship for a purchased service transaction, all supervisory personnel, supplies, materials, equipment or other assets required to fulfill the performance of the Agreement by the Vendor, shall be purchased and paid for by the Vendor from Vendor funds, thus releasing JPSPD from the state purchasing statutes for those items utilized in the performance of the Agreement by the Vendor. At the end of the regular contract period or any extended period(s) as defined, or should premature termination of the Agreement be realized prior to the normal anniversary date, all equipment, the unused portions of supplies and materials would remain the property of the Vendor, since title to these items do not pass to JPSPD under the terms of the agreement. It would then be the Vendor's responsibility to remove said equipment and supplies from JPSPD building premises, within a reasonable time.

***SPECIFIC PROVISIONS***

***Scope of the Agreement:***

The Agreement shall include all areas of all sites owned and operated by the Jackson Public School District.

Note: It is strongly suggested that the Vendor visit each location to be included in the Agreement prior to the submission of a bid proposal and to be responsible for exact square footage measurements of each facility. JPSPD shall not be responsible for miscalculations on the part of the Vendor because the Vendor did not visit each site. **Therefore, each Vendor submitting a bid proposal is urged to visit each of the site locations listed below.** Vendors are instructed to register in the principal's office prior to touring each facility.

<b>Group 1</b>	
School Name	Address
Baker Elementary	300 East St. Clair Street
Bates Elementary	3180 McDowell Rd. Ext.
Cardozo Middle	3180 McDowell Rd. Ext.
Clausell Elementary	3330 Harley Street
Forest Hill High	2607 Raymond Road
Jim Hill High	2185 Fortune Street
Isable Elementary	1716 Isable Street
Key Elementary	699 McDowell Road
Shirley Elementary (Lee)	330 Judy Street
Lester Elementary	2350 Oakhurst Drive
Marshall Elementary	2909 Oak Forest Drive
Oak Forest Elementary	1631 Smallwood Street
Pecan Park Elementary	415 Claiborne Avenue
Peeples Middle	290 Treehaven Drive
Siwell Middle	1983 Siwell Road
Sykes Elementary	3555 Simpson Street
Timberlawn Elementary	1980 Siwell Road
Van Winkle Elementary	1655 Whiting Road
Whitten Middle	210 Daniel Lake Blvd.
Wilkins Elementary	1970 Castle Hill Drive
Wingfield High	1985 Scanlon Drive
Woodville Heights Elem	2930 McDowell Road
Environmental Learn Center	6190 Hwy 18
Site Care Facility - South	1514 Linde Drive
Trans Terminal - South	1525 Linde Drive

<b>Group 2</b>	
School Name	Address
Barr Elementary	1593 West Capitol Street
Blackburn Middle	1311 West Pearl Street
Bradley Elementary	2601 Ivanhoe Drive
Brinkley Elementary	3535 Albermarle Road
Dawson Elementary	4215 Sunset Drive
French Elementary	311 Joel Avenue
Galloway Elementary	186 Idlewild Street
George Elementary	1020 Hunter Street
Hardy Middle	545 Ellis Avenue
John Hopkins Elementary	170 John Hopkins Avenue
Johnson Elementary	1339 Oakpark Drive
Lake Elementary	472 Mr. Vernon Avenue
Lanier High	833 West Maple Street
Northwest Jackson Middle	7020 Highway 49 North
Poindexter Elementary	1017 Robinson Street
Provine High	2400 Robinson Street
Raines Elementary	156 Flag Chapel Drive
Smith Elementary	3900 Parkway Avenue



Administrative Annex 1	721 South President Street
Administrative Annex 2	661 South State Street
Central Office Complex	662 South President Street
Central Warehouse	621 South State Street
Enochs Complex	101 Near Street
Pupil Assessment Bldg.	618 South President Street
Warehouse I Building	661 South State Street
Warehouse II Building	644 South President Street
Warehouse III Building	638 South President Street
Warehouse IV Building	628 South President Street
Central Office East	630 South State Street

<b>Group 3</b>	
School Name	Address
Bailey Magnet	1900 North State Street
Boyd Elementary	4531 Broadmeadow Street
Brown Elementary	146 East Ash Street
Callaway High	601 Beasley Road
Capital City Alternative	2221 Boling Street
Casey Elementary	2101 Lake Circle
Chastain Middle	4650 Manhattan Road
Obama Magnet (Davis)	750 North Congress
Green Elementary	610 Forest Avenue
Kirksey Middle	5677 Highland Dr.
McLeod Elementary	1616 Sandalwood Place
Morrison Elementary	1224 Eminence Row
Murrah High	1400 Murrah Drive
North Jackson Elementary	650 Lake Drive
Powell Middle	3655 Livingston Road
Wells/APAC (Power)	1120 Riverside Drive
Rowan Middle	136 East Ash Street
Spann Elementary	1615 Brecon Drive
Walton Elementary	3200 Bailey Avenue Ext.
Watkins Elementary	3915 Watkins Drive
Child Nutrition Warehouse	4115 Watkins Drive
McWillie Elementary	4851 McWillie Circle
Site Care Facility - North	800 Riverside Drive
Trans Terminal - North	4015 Watkins Drive
Vehicle Service Center	4015 Watkins Drive

### ***General Vendor Services to Be Performed***

**Scope Of The Work To Be Done** - Under the terms of the Agreement, Vendor shall be required to perform a "turnkey operation" concerning pest control treatment of all facilities included in the Agreement. Control shall be defined for the purposes of the Agreement as "the periodic eradication of existing and as subsequent infestation within defined contract limits."

A. **Labor** - Vendor shall furnish all labor required to effectively execute a professional pest control program as defined in these specifications.

B. **Supplies** - Vendor shall furnish all pest control supplies and related items deemed necessary by JPSPD in order to fulfill the requirements of the Agreement; this shall mean that the Vendor shall provide a **"turnkey operation"** as relates to the pest control program (all materials and supplies required to satisfy the terms of the Agreement. A detailed listing of all supply items shall be included with the bid (see Section of these specifications "Pest Control Supplies to Be Furnished by Vendor). This listing shall include the general name of the product, the manufacturer and model number if applicable, and the container size. All products furnished by the Vendor shall be EPA approved or if EPA registration is not required shall be proven safe for use in an educational environment.

C. **Equipment, Tools, and Related Accessory Items** - Vendor shall furnish all vehicles, equipment, tools, and all other accessories deemed necessary to fulfill the terms of the Agreement. A detailed listing of these items shall be included with the bid. It is at the discretion of the Vendor as to whether all equipment utilized in this project is to be new or if used equipment will suffice. All new and used equipment must be approved by JPSPD prior to its usage in the project. A detailed listing of all equipment items shall be included with the bid. This listing shall include the general name of the product and the manufacturer and model number.

**Contract Calendar** - the vendor shall provide all pest control service resources required resulting in a pest free building facility and grounds on a daily, weekly, or monthly basis as required executing and maintaining an effective pest control program, for the effective dates of the Agreement. This service shall be provided as per the mutually determined schedule during the contract period while instructional sessions are being conducted in each school (designated locations at designated hours).

**Formal Work Schedule** - The labor force and the work hours for Vendor employees shall be mutually established by JPSPD and the Vendor. All Vendor services and activities related to the performance of the Agreement shall be so structured so as not to interfere with the instructional or food service program. Once the schedule is established no deviations from the work schedule shall be permitted without mutual agreement.

**Contract Work Hours:** Vendor shall be expected to perform all pest control services (i.e., those as per the mutually established formal work schedule) during the normal business hours of 7:30 A.M. - 4:30 P.M., Local Prevailing Time, Monday through Friday. However, any situation(s) which in the opinion of JPSPD calls for the Vendor to make an unscheduled treatment at any location included in the agreement in order to correct an infestation problem shall be performed by the Vendor at no additional cost to JPSPD. This additional work may require performance by the Vendor at a time other than that included in the formal work schedule (after normal hours and/or weekends). The Central Office Complex shall be sprayed immediately following normal business hours due to the pungent odor resulting from the chemicals utilized in the process.

It shall be the responsibility of the Vendor to properly supervise all Vendor personnel utilized in the execution of the Agreement; it shall not be the responsibility of the principal or any JPSPD personnel to supervise any Vendor personnel. In the absence of primary Vendor technicians (illness, etc.), it shall be the responsibility of the Vendor to provide secondary or "backup" technician to service the JPSPD account.

Vendor shall inform JPSPD by notifying the building administrator in writing of any major facility related items requiring servicing by the JPSPD Maintenance Department, or broken equipment which affects the Vendor's ability to perform under the terms of the contact. These shall include such things as screen doors which will not close, windows which will not securely fasten, removal of garbage as required. JPSPD shall attempt to remedy the situation expeditiously.

Vendor personnel utilized in the execution of the Agreement shall be qualified and possess the competency necessary to complete their jobs as assigned. At all times, Vendor personnel shall be courteous, neatly attired, trained and physically capable of performing the tasks as assigned. All Vendor supervisory employee's utilized in school facilities shall be bonded (Fidelity Bond) in the amount of **\$2,500.00** each. Vendor supervisory employees shall maintain a daily log of on-job hours for each site location or each activity, which indicates the actual time the employee was utilized by the Vendor for dedicated services to the Agreement.

## ***SPECIFIC VENDOR SERVICES TO BE PERFORMED***

### ***Insects/Pests Included:***

The Pest Control Service Agreement shall include but not necessarily be limited to the extermination of the following: roaches, ants, silverfish, rats, fleas, wasps, mice, spiders, lice, flies, mosquitoes, fruit flies, bees, knats, lady bugs, and termites (knocking down only and not the treatment of nests per se). If termites swarm in any building included in the contract, it shall be the Vendor's responsibility to eliminate the swarming problem. External campus fire ant control shall be the responsibility of JPSPD personnel.

### ***Schedule of Service to Be Established:***

It shall be mutually understood by both parties that a mutually established schedule for treatment shall be the primary service guide for the performance of the Agreement; however, both JPSPD and the Vendor agree that the schedule represents the normal frequency required to maintain a satisfactory program and that the actual frequency shall be performed on an "**AS NEEDED BASIS**", to the satisfaction of JPSPD. If the regular cyclical treatment is not effective, the Vendor shall treat each facility an unlimited number of times to ensure the satisfactory control of pests.

### ***Rotation of Products Used:***

It shall be the responsibility of the Vendor to rotate pesticides to minimize insecticide resistance problems. Application of "knock-down" chemicals and residual shall be made to the living areas of the insects; application of low toxicity baits and tracking materials shall be made to the habitat or runways of pests. Vendor shall agree to a seven (7) day follow up on discovered infestations.

### ***Termite Damage:***

JPSPD shall be responsible for damages caused by termites. During the termite swarming season, the Vendor awarded the contract as a result of this bid shall agree that service shall be provided under the agreement, immediately, to eliminate and knock-down the swarms and to treat the known source(s) that exist. Further termite extermination shall be included in another contract which shall be dedicated to the locating and extermination of termites and termite nests, which shall include the baiting of termites.

### ***Documentation Of All Service Performed:***

No matter whether the service performed by the Vendor is of a preventive or corrective nature, during regular hours or unscheduled, **ALL** service shall be documented in a manner closely approximating the following:

Once a service schedule has been mutually formulated, all service shall be documented (for the good of both parties involved), clearly indicating (a) where the work was done (b) length of service time (c) date (d) prevalent pest conditions, (e) housekeeping, (f) maintenance conditions and (g) chemical usage. This "Pest Control Report" shall be signed by the designated JPSPD representative on the site, and a copy of the signed report left with the signing party. A tentative service schedule shall be forwarded before work begins and a regular schedule for service implemented at the first visit.

## ***GENERAL PEST CONTROL SERVICE TO BE INCLUDED***

The initial service for the **GROUND**S shall include but not be limited to the following: Band treatments around the perimeter of the building; granular application around trees and shrubs; identify and treat all rat burrows; larvicidal treatment of Food Service garbage areas; residual treatment of entry points to all buildings. Note: flying pests outside of building area are not covered under the Agreement.

The initial service for the **FOOD SERVICE AREAS** shall include but not be limited to the following: A thorough inspection of all areas; application of a liquid residual to all accessible cracks and crevices - spot treatment as permitted; application of a residual dust to all accessible cracks and crevices; the placement of insecticidal baits in enclosed areas; positioning of rodent control devices as required; and micro-gen fogging to flush deep-set pockets of insects.

The initial service for the **DESIGNATED ROOMS** shall include but not be limited to the following: A thorough inspection of all areas; application of a liquid residual to all accessible cracks and crevices- spot treatment as permitted; application of residual dust to all accessible cracks and crevices.

### ***SPECIFIC TREATMENT SCHEDULE RELATED TO GENERAL SERVICES CONTRACT***

**Initial:** Between July 1, 2021 and August 1, 2021, each site included in the contract shall receive at least ONE required treatment initially at the beginning of the contract period. The scope of the initial visit shall be as defined in the section above titled "General Service to Be Included." During this preventive phase of the contract, in addition to the normal residual gel treatment service, the vendor shall be expected to use a bait technique plus the normal spraying method of extermination.

**Succeeding:** No less than ONE (1) scheduled inspection and treatment shall be made by the Vendor each calendar month, during the contract period. Any additional treatments made during the scheduled monthly inspections to correct a pest problem, shall be made promptly, at no additional cost to JPSP. Likewise, any special calls made by JPSP to the Vendor to correct pest problems other than during the regular monthly inspection/treatment shall be made by the Vendor at no additional cost to JPSP, and all such calls shall be made by the Vendor within a three hour period following the service request by JPSP.

All areas of each building facility included in the Agreement shall receive pest control treatment on a MONTHLY BASIS under the terms and conditions of the Agreement. The following is a listing of those **specific areas** of the building which shall receive monthly pest control treatment under the terms of the Agreement. Note, treatment shall not be limited to the areas listed below but shall include all areas of all facilities included in the contract.

1. All Interior Areas of the Entire Building
2. All Exterior Areas Surrounding the Building - "The Grounds"
3. Classroom Areas
4. Stage and Auditorium Area
5. Gymnasium Area
6. Restroom/Locker Room Areas
7. Boiler Room and Storage Room Areas
8. Library Area
9. Gymnasium Area
10. Cafeteria and Kitchen Area: Shall include pantry, food service storage areas, garbage facilities (inside and outside the building)
11. Laboratory Areas
12. Portable Classroom Facilities at Each Location
13. Athletic Field Houses.

NOTE: Vendor is reminded that all areas of the building are to be treated on a monthly basis; however, should additional service in the opinion of JPSP be required in any area of any facility, the Vendor shall treat all areas within a three (3) hour response time, at no additional cost to JPSP.

#### ***Pest Control Materials and Supplies to Be Furnished by Vendor:***

The Vendor shall be responsible for furnishing (purchasing), utilizing and maintaining all Vendor owned equipment and supplies (consumable and non-consumable) required in the satisfactory execution of the Agreement. All supplies and equipment necessary to satisfactorily perform as per these specifications shall be furnished by the Vendor as part of the Agreement; this shall be deemed to include all spraying equipment, fogging equipment, supplies and materials required to offer JPSP a "**turnkey operation**" as per the terms of the Agreement. Vendor shall list below (place on a separate sheet of paper if additional space is required and attach to the bid proposal) all products and materials which are projected to be used in the performance of the Agreement and the pest for which the product is designed to control. Indicate manufacturer's name and product name; indicate the EPA registration number for each product (where applicable). All materials used in the implementation of the Agreement shall conform to all Federal, State, County, and City ordinances and laws as specifically applies to school environments - Food Service and Instructional. Special care shall be taken by the Vendor as to what chemicals are used and how they are broadcast.

Vendor shall indicate the type of treatment program which shall be implemented - chemical spray, residual gel, etc.

Manufacturer's Name	Name of Product	Name of Pest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

***Good Working Relationship between JPSSD and Vendor:***

It is essential that a good working relationship and lines of communications exist between the Vendor personnel and each school principal for all phases of the contracted services. Should there be any disagreement, misunderstanding or other difference as to the terms of the Agreement or work to be done, or disciplinary problems concerning parties involved which cannot be remedied between the Vendor and JPSSD personnel involved in the performance of the Agreement, the school principal shall be the first party consulted. If the school principal and the Vendor personnel cannot reach a satisfactory agreement among themselves and remedy the problem to the satisfaction of all involved, the next level of authority should be consulted. The Executive Director of Facilities, the Deputy Superintendent for Operations, and/or the Deputy Superintendent for Instruction shall become involved in search of a mutual solution to the problem. The final determination if necessary shall be made by the two Deputy Superintendents.

## PROPOSAL FORM

I/We, the undersigned, do hereby understand and accept the preceding specifications (Instructions and Conditions and Specifications) under which this quotation is being submitted. For the pricing structure indicated below I/We agree to fully comply with the specifications to provide professional pest control services for the facilities listed herein. We further agree not to request permission to withdraw our quotation (in part or total) after bids have been publicly opened. It is understood that one Vendor shall be awarded the entire contract, i.e. to perform general pest control services and extermination, under the terms and conditions of the contract.

<b>Group 1 - Annual Contract Amount</b>		
<b>Base Year 1 07/01/2021 - 06/30/2022</b>	<b>Optional Year 1 07/01/2022 - 06/30/2023</b>	<b>Optional Year 2 07/01/2023 - 06/30/2024</b>
\$ _____	\$ _____	\$ _____
Beehive Removal as Needed \$ _____	Beehive Removal as Needed \$ _____	Beehive Removal as Needed \$ _____
Bat Removal as Needed \$ _____	Bat Removal as Needed \$ _____	Bat Removal as Needed \$ _____
Snake Removal as Needed \$ _____	Snake Removal as Needed \$ _____	Snake Removal as Needed \$ _____

<b>Group 2 - Annual Contract Amount</b>		
<b>Base Year 1 07/01/2021 - 06/30/2022</b>	<b>Optional Year 1 07/01/2022 - 06/30/2023</b>	<b>Optional Year 2 07/01/2023 - 06/30/2024</b>
\$ _____	\$ _____	\$ _____
Beehive Removal as Needed \$ _____	Beehive Removal as Needed \$ _____	Beehive Removal as Needed \$ _____
Bat Removal as Needed \$ _____	Bat Removal as Needed \$ _____	Bat Removal as Needed \$ _____
Snake Removal as Needed \$ _____	Snake Removal as Needed \$ _____	Snake Removal as Needed \$ _____

<b>Group 3 - Annual Contract Amount</b>		
<b>Base Year 1 07/01/2021 - 06/30/2022</b>	<b>Optional Year 1 07/01/2022 - 06/30/2023</b>	<b>Optional Year 2 07/01/2023 - 06/30/2024</b>
\$ _____	\$ _____	\$ _____
Beehive Removal as Needed \$ _____	Beehive Removal as Needed \$ _____	Beehive Removal as Needed \$ _____
Bat Removal as Needed \$ _____	Bat Removal as Needed \$ _____	Bat Removal as Needed \$ _____
Snake Removal as Needed \$ _____	Snake Removal as Needed \$ _____	Snake Removal as Needed \$ _____

Vendor's Mississippi Professional Pest Control License No. \_\_\_\_\_

**Project Administrator Contacts**  
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