

INVITATION FOR BIDS

IFB No. 2025-01

RFx: 3160007168

Preapproved List of Vendors for Pest Control Services



**Mississippi Department of Finance and Administration
Office of Statewide Strategic Sourcing
501 North West Street, Suite 1300
Jackson, Mississippi 39201**

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February 5, 2025

Closing Date:
March 12, 2025, at 5:00 pm CDT

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Section 1. Solicitation Information

1.1. Authority

The Public Procurement Review Board (PPRB) may establish a preapproved list of providers of various personal and professional services for set prices with which State Agencies may contract without bidding or prior approval from the board. Miss. Code Ann. § 27-104-7(2)(i).

1.2. Purpose

The Office of Statewide Strategic Sourcing (OSSS), a division of the Mississippi Department of Finance and Administration (DFA), on behalf of the PPRB, is seeking to establish a Preapproved Vendor List (PVL) for Pest Control Services. This PVL will be available for use by State Agencies under the purview of the PPRB (Contracting Agencies). OSSS is inviting bids from qualified agencies who provide pest control services (Vendors) for placement on the list. Once the PPRB establishes the PVL, Contracting Agencies may select and contract with Vendors from the list, thereby avoiding the need for individual procurement.

Attachment A divides the State into eight geographic regions for which Vendors may submit bids. Vendors will be recommended for placement on the PVL as described in **Section 4** of this IFB. Vendors placed on the PVL must agree to extend services on an as-needed basis to all authorized Contracting Agencies within the geographic limits of the Region (s) for which it is placed on the PVL under the prices, terms, conditions, and specifications as described in this Invitation for Bids (IFB) for a term of five years. There may be multiple Vendors listed per Region. Being placed on the PVL does not guarantee that contracts will be issued.

1.3. Timeline

IFB Issue Date:	February 5, 2025
Questions and Requests for Clarification Due:	February 14, 2025, at 5:00 pm CST
Anticipated Posting of Answers to Questions:	February 26, 2025
Bid Package Submission Deadline:	March 12, 2025, at 5:00 pm CDT
Bid Opening:	March 13, 2025
Anticipated Date of the Notice of Intent to Award:	April 1, 2025

OSSS reserves the right to post Answers to Questions and to issue the Notice of Intent to Award on dates other than those stated above without amendment to this IFB. No other dates shall be changed unless a written amendment is issued.

1.4. Questions or Requests for Clarification

1.4.1. All questions and requests for clarification must be directed by *email* to Shannon Smith at Shannon.Smith@dfa.ms.gov.

1.4.2. Vendors must submit all questions and requests for clarification by email **on or before February 14, 2025, at 5:00 pm CST**. The Vendor bears all delivery risks and is responsible for promptly submitting questions. OSSS may not answer questions received via email after the above-stated date and time.

1.4.3. OSSS is committed to transparency. We will publish all questions, requests for clarification, and answers on the DFA website and the procurement portal, ensuring that all Vendors have access to the same information.

1.4.4. OSSS, DFA, and PPRB will not be bound by any verbal or written information not contained within this IFB unless a written amendment to the IFB is issued.

1.5. General References Throughout the IFB

1.5.1. Any reference to “OSSS,” “DFA,” or the “PPRB” throughout this IFB includes all three entities to the extent relevant.

1.5.2. Unless expressly indicated otherwise, any reference to the “DFA website” refers to the website found at: <https://www.dfa.ms.gov/invitations-bids>.

1.5.3. Any reference to the “procurement portal” throughout this IFB refers to the website at: [https://www.ms.gov/dfa/contract bid search/Home/Buy](https://www.ms.gov/dfa/contract_bid_search/Home/Buy).

1.6. Acknowledgment of Amendments

Should an amendment to the IFB be issued, OSSS will post it on the DFA website and the procurement portal in a manner that all Vendors will be able to view. Vendors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid package, identifying the amendment number and date in the space provided on the bid form, or by email or letter. OSSS must receive the acknowledgment by the time and at the place specified as the bid package submission deadline. Vendors are responsible for monitoring the DFA website for amendments to the IFB.

1.7. Attachments to the IFB

The Attachments to this IFB are fully incorporated into the IFB.

1.8. Restrictions on Communication with PPRB and DFA Staff

At no time shall any Vendor or its personnel contact, or attempt to contact, any PPRB member or DFA staff regarding this IFB other than the contact person listed on the cover page of this IFB.

1.9. Cancellation of Solicitation or Rejection of Individual Bids

At OSSS’s sole discretion, an IFB may be canceled or any or all responses to the solicitation may be rejected, in whole or in part, when OSSS determines that it is in the Agency’s best interest to do so.

Section 2. Scope of Services and Requirements

2.1. Regional Structure and Bidding Requirements

Vendors are invited to provide services in the State's eight distinct regions: Central, Coastal, East Central, North Delta, Northeast, Pinebelt, South Delta, and Southwest. Each Region will have its own list of vendors.

2.1.1. Attachment A contains a map of the eight (8) Regions and a list of the counties in each Region.

2.1.2. Depending on their capacity and interest, Vendors may submit bids for any number of regions, from a single region to all eight regions.

2.1.3. Vendors are not required to bid the same prices in each Region.

2.1.4. By bidding on a Region, the Vendor must certify that it can provide the services solicited in this IFB in the entire geographic Region.

2.2. General Requirements

The Vendor shall provide comprehensive pest control services for all the Contracting Agency's facilities, including but not limited to office buildings, warehouses, outdoor areas, and any other structures owned or operated by the Contracting Agency.

2.2.1. Labor and Materials Provision

The Vendor shall furnish all work, labor, and materials necessary for corrective action and preventive maintenance against insects, pests, and rodents.

2.2.2. Safety and Compliance

The Vendor shall strictly adhere to all applicable safety regulations and best practices throughout service delivery. All work shall strictly follow all applicable federal, State, and local safety and health requirements. This strict adherence includes but is not limited to, obtaining and maintaining all necessary licenses, certifications, and permits required for the performance of pest control services. The Vendor shall stay current with any updates or changes to relevant regulations and ensure that all pest control methods, chemicals, and equipment used fully comply with applicable laws and industry standards. Failure to comply with these regulations may result in contract termination and/or removal from the PVL.

2.2.3. Integrated Pest Control Program

The Vendor shall develop and implement an integrated pest management program to reduce pest populations in all areas covered by the scope of this Invitation for Bids (IFB) to a level mutually agreed upon by the Vendor and Contracting Agency. The program shall emphasize prevention, monitoring, and targeted treatments using the least toxic methods possible. The Vendor shall emphasize prevention and non-chemical solutions where possible. The integrated pest control program must include an interior and exterior treatment for each location on a minimum schedule of once a month.

2.2.4. Pest Control and Preventive Maintenance Plan

The Vendor shall provide the Contracting Agency with a written pest control and preventive maintenance plan before the inception of any contract. Agencies may require the Vendor to use **Attachment I: Monthly Service Schedule** or may provide their own form, provided it is substantially similar. This pest control plan shall include the following, at a minimum:

- Site-specific solutions for infested or potentially infested areas where observed sources of food, water, harborage, and access may result in infestations
- A schedule of treatments for each location
- A list of the chemicals the Vendor will use and the application frequency

2.2.5. Modifications to Service Areas

The Contracting Agency reserves the right to add or remove buildings/service areas during the term of any contract resulting from this IFB. When new buildings are added to an existing site or existing ones are expanded and operationalized, the Contracting Agency may request an amended price for the total facility complex.

2.2.6. Structural and Procedural Guidelines

Throughout the term of the resulting contract, the Vendor will be responsible for advising the Contracting Agency of any structural, sanitary, or procedural modifications that would reduce pest food, water, harborage, infestation, or access. The Vendor is responsible for adequately suppressing pests included in the resulting contract regardless of whether or not the suggested modifications are implemented. The Vendor will not be held responsible for carrying out structural modifications and recommendations as part of the pest control effort. The Vendor shall only apply caulk, expanding foam, and other sealing materials to eliminate harborage or access with the approval of the Contracting Agency.

2.2.7. Advanced Expertise Consultation and Review

The Vendor must be able to provide, at no additional cost to the Contracting Agency, the services of a qualified pest control professional with advanced expertise when necessary, such as a professional entomologist or registered sanitarian. The entomologist or sanitarian would review the quality control program for appropriateness and effectiveness in controlling pest populations.

2.3. Service Schedule

The Vendor shall perform pest control services at each site at least once per calendar month or more frequently if needed based on pest activity levels and monitoring results. The Vendor shall determine the specific service frequency for each site in consultation with the Contracting Agency. The Vendor shall space the treatment visits 27-30 days apart unless the Contracting Agency approves an alternative schedule in writing. For example, if the first service visit for January is on the 12th, the February treatment shall be scheduled between February 8th and February 11th, if possible and practical. The Vendor shall contact the Contracting Agency designee to schedule each monthly service visit at least 24 hours in advance.

2.3.1. Unless otherwise specified by the Contracting Agency, the Vendor shall perform services:

- Between 7:00 a.m. and 5:00 p.m. Central Time

- Monday through Friday
- Excluding Federal and State holidays observed by the Contracting Agency

2.3.2. Any services required outside these hours must be approved in writing by the Contracting Agency in advance.

2.3.3. Some locations may require the frequency of services to occur more than once per month. When this is the case, the Vendor shall provide the additional services at no additional cost to the Contracting Agency.

2.3.4. On-Site Procedures and Treatment Duration

Upon arrival at the unit, the Vendor technician shall announce his/her arrival to the Contracting Agency designee before beginning work and discuss specific pest control problems with the designee. The technician shall remain on-site until they complete a thorough and effective treatment. No minimum or maximum time limit is stipulated; the duration will depend on the size and complexity of the facility. If the technician cannot complete the treatment in one visit, they shall return the following day to finish the work.

2.3.5. Follow-Up Treatments and Emergency Services

If a previous treatment or regular service fails to control the target pests adequately, the Vendor shall provide additional treatments at the affected location(s) at no extra cost to the Contracting Agency. There is no limit to the number of follow-up treatments the Vendor must provide per month to achieve satisfactory pest control. The Vendor shall provide the Contracting Agency with an emergency contact number and emergency treatment within twenty-four (24) hours of notification by the Contracting Agency of pests inside any building, excluding weekends and State honored holidays. Emergency callback and treatment shall not affect (extend, shorten, or negate) the next scheduled monthly visit. Failure to appropriately respond to calls shall also constitute cause for contract termination by the Contracting Agency.

2.3.6. After-Hours Service Visits

Some locations may require service visits to occur after regular business hours. When work outside normal business hours is necessary, the Vendor shall notify the Contracting Agency to advise them of such work.

2.3.7. Service Schedule Modifications

If the Vendor cannot meet the established service schedule, the Vendor must notify the Contracting Agency in writing to arrange an alternative plan. Any schedule extension will apply only to the specific work request and will not affect the 24-hour emergency response policy.

2.4. Pest Management Responsibilities and Focus

The Vendor shall control indoor and outdoor populations of pests present within building property boundaries, including but not limited to the following list. The Vendor is responsible for controlling all pest species, even if not explicitly listed:

- Ants
- Bees
- Centipedes

- Cockroaches
- Fleas
- Flies
- Fruit flies
- Gnats
- Hornets
- Ladybugs
- Lice
- Mosquitoes
- Moths
- Rodents (mice and rats)
- Silverfish
- Snakes
- Spiders
- Ticks
- Wasps

Individual excluded pests are deemed "incidental invaders inside buildings" and are not included in this requirement.

2.4.1. Target Pests

Target pests are those most prevalent in or outside a building or, more precisely, those seen frequently and complained about often by staff and management. The Vendor shall maintain primary and concentrated emphasis on target pests.

2.4.2. Target Areas

Target areas are those areas in or around a building where pests are most prevalent and are known to frequent in large numbers. Target areas shall receive primary, concentrated emphasis and treatment from the vendors. Each location will probably have several target areas inside and outside the buildings.

2.4.3. Variation of Target Pests and Areas

Target areas and pests will not remain static but can vary during the contract. For example, flies, roaches, and other insects are more prevalent during warmer weather and tend to congregate in specific areas. Vendors and site officials shall maintain an ongoing dialogue to accurately identify target areas and pests.

2.4.4. Specialized Pest Treatment Rates and Provisions

This Invitation for Bids (IFB) includes provisions for specialized pest treatments for termites and bed bugs, which the Vendor may offer at rates separate from general pest control services. Vendors responding to this IFB are encouraged but not required to submit per-square-foot rates for treating termites and bed bugs. The bid form will include designated spaces for these rates; however, whether a vendor includes or omits these rates in their bid will not affect their overall evaluation or their potential inclusion on the resulting list. It is important to note that these per-square-foot rates for specialized treatments will not be factored into the average rates discussed in **Section 4.2.3** of this IFB. Instead, they will be evaluated separately for potential use during the contract term. For other pests that require specialized treatment methods, equipment, or certifications, the

Contracting Agency may request vendors to provide proposals under separate agreements outside the scope of this IFB.

2.5. Inspections and Monitoring

The Vendor shall thoroughly inspect all the Contracting Agency's facilities within 30 days of contract award. The purpose of this initial inspection is to:

- Evaluate pest control needs.
- Identify problem areas and existing equipment, structural features, or management practices contributing to pest infestations.
- Determine and identify target areas and target pests in collaboration with knowledgeable site officials.

The Vendor shall inspect all locations at least once each month and more as may be required at no additional cost to the Contracting Agency. Inspections shall address all services stated in this IFB and aim to detect and correct deficiencies in service quality before performance degrades. The Vendor shall identify, by name, individuals responsible for performing inspections.

The Vendor shall utilize a comprehensive quality control program, including detailed checklists, to evaluate performance during all inspections.

The Vendor shall install and maintain monitoring devices (e.g., insect light traps and rodent bait stations) as appropriate to detect pest activity early.

2.6. Treatment Methods

The Vendor shall utilize a variety of treatment methods, prioritizing non-chemical approaches where possible, including:

Exclusion Techniques

Exclusion techniques involve identifying and sealing potential entry points to prevent pests from entering the area. These techniques may include installing weather stripping on doors and windows, repairing cracks and gaps in walls, foundations, and roofs, screening vents and drains to block access, and/or securing openings around pipes, utility lines, and cables.

Habitat Modification

Habitat modification reduces an area's attractiveness or suitability for pests by altering environmental conditions. Examples include eliminating food sources, reducing moisture levels through proper drainage and fixing leaks, and/or managing vegetation or debris near structures that provide shelter or nesting sites.

Mechanical and Physical Controls

Mechanical and physical controls rely on devices or manual actions to trap or remove pests. These methods may include installing traps (e.g., snap traps, live traps, glue boards), using barriers to protect plants, vacuuming or physically removing pests from surfaces, and/or employing heat or cold treatments to eliminate pest populations.

Biological Controls

Biological controls use natural predators, parasites, or pathogens to manage pest populations. Examples include introducing predatory insects or nematodes to control populations.

Chemical Controls (as a last resort)

The Vendor should only use chemical controls when all other methods are insufficient to address the pest issue. This involves the responsible application of pesticides or chemical treatments, ensuring minimal environmental impact, strict adherence to safety guidelines and legal regulations, and proper storage and disposal of chemicals to prevent contamination.

2.6.1. Pesticide Use Guidelines

The Vendor shall use only products that are:

- Registered with the Environmental Protection Agency (EPA)
- Approved by the Food and Drug Administration (FDA), if applicable
- Applied per label directions
- Used in compliance with all Federal and State regulatory requirements

The Vendor shall not use any pesticide that has not been included in the pest control plan or approved by the Contracting Agency. The Vendor shall apply pesticides based on need, not on a predetermined schedule. Preventive treatments are permitted where surveillance indicates potential infestations. When pesticide use is necessary, the Vendor shall employ the least hazardous material, the most precise application method, and the least amount of pesticide needed to achieve control.

2.6.2. Prevention of Pesticide Resistance

To prevent the development of pesticide resistance, the Vendor shall implement a pesticide rotation strategy as part of an Integrated Pest Management (IPM) approach. This strategy shall include:

- Alternating between pesticides with different modes of action to disrupt pest adaptation.
- Monitoring pest populations to identify signs of resistance and adjusting treatments accordingly.
- Limiting the frequency of chemical applications to reduce selective pressure on pest populations.
- Maintaining detailed records of all pesticide products used, including active ingredients, application dates, and treatment areas, for review upon request.

The Vendor shall remain informed about emerging resistance patterns and adjust protocols to align with current industry standards and research.

2.6.3. Restrictions and Precautions for Insecticide Use in Sensitive Areas

Application of insecticides to exposed surfaces or as space sprays, including fog and mist applications, should be restricted to unique situations where no alternatives exist. The Vendor must coordinate space spray treatments with the Contracting Agency before application to ensure no occupants are present or potentially harmed.

The Vendor shall exercise special care in using liquid insecticides in areas with asphalt, mastic, or linoleum floor surfaces. The Contracting Agency shall repair surfaces damaged

by products applied by the Vendor and deduct the cost of repairs from invoice amounts due to the Vendor. When insufficient amounts are due to address the damage, the Contracting Agency shall assess the amount due and invoice it for immediate payment by the Vendor.

2.6.4. Rodenticides and Bait Boxes

The Vendor must obtain approval from the Contracting Agency before using rodenticides inside occupied buildings. Rodenticides should only be used in exceptional circumstances when deemed essential for adequate rodent control. Regardless of packaging, the Vendor must place all rodenticides in EPA-approved tamper-resistant bait boxes and conspicuously label them with a poison warning. All bait boxes must be placed out of general view and in locations not disturbed by routine operations. The lids of all bait boxes must be securely locked or fastened. All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other immovable surface to prevent tampering. The bait box servicing frequency depends on the rodent infestation level but shall be no less than two (2) times per month. The Vendor is responsible for supplying, monitoring, and disposing of rodent traps as needed.

2.7. Documentation and Reporting

The Vendor shall maintain and provide detailed service records and reports, including:

2.7.1. Service Records

The Vendor shall maintain detailed service records for each Contracting Agency facility, including:

- Date and time of service
- Areas inspected and treated
- Pest activity observed
- Control measures implemented
- Products used (including application rates and locations)

2.7.2. Completion Documentation

Upon completing each scheduled or emergency callback service, the Vendor technician shall provide the Contracting Agency designee with the following before departing the site:

- A checklist indicating the areas treated
- A list of chemicals used in each area
- A delivery receipt (ticket) signed by the exterminator's representative/technician and the appropriate Contracting Agency official

The delivery receipt (ticket) must reflect the address, telephone number, and name of the vendor representative the Contracting Agency can contact should problems arise.

2.7.3. Monthly Reports

The Vendor shall submit a Monthly Service Report with each invoice to the designated Contracting Agency representative within five (5) business days of the end of each month. Agencies may require the Vendor to use **Attachment J: Monthly Service Report** or may provide their own form, provided it is substantially similar. Each report shall be signed by an authorized representative for each tenant (Agency) within the building, acknowledging that the Vendor has performed the pest control service on each floor. The report shall include, at a minimum:

- Building (including floors and/or areas) serviced
- Date and Time of Service
- Name of Technician
- Pesticide application details (amounts, locations, number of applications)
- Recommendations for structural, sanitation, and repair improvements to prevent pest access
- Trouble spots eliminated
- Risk reduction achieved
- Suggested changes in management practices (e.g., food policies)
- Updates on rodent bait box locations

2.7.4. Annual Reports

The Vendor shall provide an annual summary report to the Contracting Agency detailing the following. The level of detail required shall be determined by the Contracting Agency:

- Pest Trends: Identification of recurring or emerging pest activity patterns, including seasonal variations and areas with increased activity
- Problem Areas: Assessment of locations contributing to pest infestations (e.g., structural, sanitation, environmental issues)
- Control Measures: Summary of treatments applied, including effectiveness of methods and materials
- Recommendations: Suggestions for long-term improvements to reduce pest activity (e.g., repairs, habitat modifications, sanitation improvements)

The Vendor shall submit the annual report no later than January 15 each year, unless the contracting agency establishes an alternative due date at the time of contract execution. The Vendor shall provide the report in a clear, organized format suitable for review by non-technical personnel. Upon request, the Vendor shall meet with the Contracting Agency to discuss the findings and recommendations, providing clarification or additional detail as needed.

2.7.5. Quality Control Records

A quality control file should contain records of all activities, including inspections conducted by the Vendor and corrective actions taken. The Vendor shall maintain the file for the duration of the contract and make it available to the Contracting Agency upon request.

2.8. Vendor Personnel

The Vendor shall assign a Vendor Account Representative to work directly with the Contracting Agency Representative. Awarded vendors shall meet and become acquainted with the primary contact person at the site. This contact person will collaborate with the vendors to coordinate and schedule all treatment visits.

2.8.1. Licensing and Certification

All pest control technicians employed by the Vendor shall hold valid licenses and certifications required by the State of Mississippi and always keep a registered technician identification card on their person. The Vendor shall maintain compliance with all applicable state and federal regulations governing pest control activities, including but not limited to the handling, application, and disposal of pesticides. Before starting services, the

Vendor shall provide the Contracting Agency with copies of each technician's relevant licenses and certifications. Upon request, the Vendor shall furnish updated documentation to demonstrate ongoing compliance, including proof of renewal for expired licenses or certifications.

2.8.2. Continuing Education and Compliance

The Vendor shall ensure that all technicians participate in continuing education or training programs as required by the State to remain informed about current pest control practices, safety standards, and regulatory changes. Any technician found to be non-compliant with licensing or certification requirements shall be immediately removed from the Contracting Agency's project until compliance is achieved. Failure to maintain properly licensed and certified technicians may result in termination of the contract.

2.8.3. Personnel Professionalism and Appearance

The Vendor warrants that all service personnel possess the necessary skills, competencies, and professionalism to meet or exceed industry standards for pest control technicians. All personnel must be well-groomed and in uniform or have visible identification at all times. Uniforms should include neat, clean company attire with a visible company logo.

2.8.4. Vehicle and Parking Requirements

Vehicles used by Vendor personnel shall be conspicuously marked with company identification. Parking shall be permitted only in locations so designated by the Contracting Agency.

2.8.5. Personal Protective Equipment (PPE) and Safety

Vendor personnel shall wear appropriate personal protective equipment (PPE) as required by Occupational Safety and Health Administration (OSHA) regulations, product label instructions, and industry best practices. The Vendor shall observe all safety precautions throughout the performance of this contract. All work shall comply with all Federal, State, and local laws. In the event of a conflict between regulations, the most stringent shall apply. The Vendor shall supervise and direct the work performed by its personnel.

2.8.6. Personnel Changes

The Vendor shall notify the Contracting Agency in writing of any new personnel or replacement of any previously approved personnel designated to perform work per the resulting contract.

2.8.7. Compliance with Contracting Agency Policies

Vendors must comply with all applicable Contracting Agency policies, procedures, and relevant laws at all times, including but not limited to:

2.8.7.1. All State facilities are non-smoking, and the Vendor and its personnel must adhere to this requirement. The use of tobacco products is prohibited except within designated smoking areas.

2.8.7.2. The Vendor and its personnel are prohibited from possessing any illegal drug or alcoholic beverage on State property. The Vendor and its personnel shall not consume any unlawful or illegally obtained drug or alcoholic beverage while on duty.

2.8.7.3. The Vendor's personnel should refrain from using foul, abusive, or profane language on State property.

2.8.7.4. The Contracting Agency reserves the right to inspect and search all Vendor personnel and/or vehicles anytime while on facility grounds.

2.8.7.5. Personnel must sign in and out at most State facilities and strictly observe security provisions.

2.8.7.6. Personnel may be required to provide photographic identification for inspection upon entering State facilities or grounds. Employees must wear clearly visible personnel identification badges, visitor badges, or personal identification of the individual employee.

2.8.7.7. Deviations from any of the policies in **Section 2.8.7.** may be considered grounds for contract termination.

2.9. Safety and Environmental Considerations

The Vendor shall abide by all laws, statutes, regulations, and directives issued by OSHA, EPA, FDA, and the State of Mississippi. The Vendor shall be responsible for instructing its personnel in all safety measures. The Vendor shall maintain all equipment in safe operating condition; the equipment must be free from defects or wear that may in any way constitute a hazard to any person or persons on State property at all times. The Vendor must ensure that building occupants' health or productivity is not adversely affected by any actions taken during pest control operations and take every precaution to optimize their safety. The Vendor shall report all incidents involving agency property or personnel to the designated Contracting Agency contact immediately upon occurrence.

2.9.1. Pesticide Handling and Storage

Before the commencement of work, the Vendor shall provide the Contracting Agency with a list of all pesticide products to be used at Contracting Agency properties, their labels, and Material Safety Data Sheets (MSDS). The Vendor shall update this list as needed. The Vendor shall not store pesticides on Contracting Agency property.

2.9.2. Waste Disposal

The Vendor shall be responsible for the proper disposal of all waste materials generated during pest control operations, including but not limited to:

- Pest carcasses
- Contaminated materials such as traps, bait stations, or cleaning supplies
- Empty pesticide containers and any residual pesticides.

All disposal activities shall comply with applicable local, State, and federal regulations, including those governing hazardous waste management and environmental protection. This includes adherence to the guidelines provided by the Environmental Protection Agency (EPA) for pesticide disposal and compliance with local waste management ordinances for biological or hazardous materials. Failure to properly dispose of pest-related waste per regulations may result in penalties, fines, or contract termination.

The Vendor shall maintain records of waste disposal, including the type and quantity of materials disposed of, disposal dates, and the location or facility used for disposal. Records shall be made available to the Contracting Agency upon request to ensure transparency and regulatory compliance.

2.10. Additional Vendor Obligations and Requirements

The Vendor shall also:

2.10.1. Administer and maintain all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by the State, Federal, and local laws, such as social security and withholding taxes. It is the sole responsibility of the Vendor to comply with laws or regulations requiring an employer to withhold and/or pay employment-related taxes or other withholdings required by law;

2.10.2. Make all unemployment compensation contributions required by Federal and State law and process claims as required;

2.10.3. Ensure that Vendor personnel fully comply with the Contracting Agency's policies and procedures, the applicable standards of care, Joint Commission standards, and all applicable regulations as now existing or as may be modified;

2.10.4. Perform a background check and/or drug screening before hire and, if requested, verify and/or provide the results to the Contracting Agency (test must show that employees are drug-free);

2.10.5. The Vendor shall perform all services provided in the contract between the Vendor and the Contracting Agency in accordance with customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices, and other agents. The Vendor shall be responsible for the complete performance of all work, for the methods, means, and equipment used, and for furnishing all materials, tools, apparatus, and property of every description used in connection therewith. No statement within this IFB shall negate compliance with any applicable governing regulation. The absence of detailed specifications or the omission of detailed descriptions shall be recognized as meaning that only the best commercial practices are to prevail and that only first-quality materials and workmanship are to be used.

2.11. Detailed Scope to be Provided by Contracting Agency

When the Contracting Agency selects a vendor on the PVL for consideration concerning a specific project or need, it will provide a detailed scope and specific work requirements. Such scope and requirements will include, but are not limited to, a description of work activities, a definition of deliverables, time frames, and budget parameters.

2.12. Duration of Services to be Provided

Pending approval by the PPRB, OSSS anticipates that the PVL will be effective May 5, 2025. Vendors added to the PVL will remain on the PVL until April 30, 2030, unless they are removed pursuant to **Section 2.13**. Vendors may enter new contracts with Contracting Agencies between

May 5, 2025, and April 30, 2028. New contracts may not be entered after April 30, 2028. Any contracts which were entered before April 30, 2028, may be extended for a period to end no later than April 30, 2030.

OSSS reserves the right to request that PPRB approve an earlier or later effective date for the PVL. Should this be the case, OSSS will adjust all the above dates to reflect the effective date.

2.10. Bid Prices

Contracts resulting from this Invitation for Bids shall be fixed-price contracts. Bid prices submitted in response to this IFB shall remain firm, valid, and renewable for five years following the effective date of the PVL, except for a price adjustment as discussed in **Section 2.10.1**.

2.10.1. Price Adjustment

When contracting with a PVL vendor, Contracting Agencies may choose to include the price adjustment clause stated in **Section 2.10.1.1**. Contracting Agencies are not required to include this clause under this PVL. No price adjustment will be allowed in contracts other than by inclusion of the price adjustment clause in **Section 2.10.1.1**. Vendors should assume that no such price adjustment will be permitted when preparing bids to respond to this IFB.

2.10.1.1. A price adjustment may be allowed in the event unanticipated market disruptions occur such that the per-square-foot rates bid by the Vendor in response to Invitation for Bids 2025-01, Preapproved List of Vendors for Pest Control Services, are no longer viable for the provision of services required by the Contracting Agency. Market disruptions that could precipitate a price adjustment include but are not limited to supply chain disruptions, labor shortages, changes in environmental regulations, and significant changes in the cost of chemicals or equipment. The Vendor must provide a market analysis regarding the viability of the originally bid rates and rates the Vendor contends would be viable under the current market conditions. The Vendor shall provide any other documentation or information the Contracting Agency requires to support the request for a price adjustment. The Contracting Agency has the sole discretion to determine whether a price adjustment will be allowed, the amount of the price adjustment, and the duration of the price adjustment. Any price adjustment made under this provision should be limited to only that which is required to accommodate the precipitating market disruption. Under no circumstances shall a price adjustment result in the adjusted per-square-foot rate exceeding 110% of the original bid per-square-foot rate. (For example, an originally bid per-square-foot rate of \$0.50 could increase to, but not exceed, \$0.55 under this clause.)

2.10.2. A Contracting Agency is encouraged but not required to contact the lowest-priced Vendor for the pest control services needed. When selecting a vendor from the PVL, Contracting Agencies may consider multiple factors, including, but not limited to, price, past performance, technical capabilities, and capacity to meet project requirements. While price is important, it may not be the sole determining factor in vendor selection.

2.11. Insurance Requirements

2.11.1. Each successful Vendor shall maintain insurance which, at a minimum, shall include the following types of insurance and coverage limits:

2.11.1.1. *Workers' Compensation* as required by the laws of the State of Mississippi; and

2.11.1.2. *Comprehensive General Liability or Professional General Liability* with minimum limits of \$1,000,000.00 per occurrence for bodily injury, personal injury, accidental death, property damage, employee dishonesty, and identity theft; and

2.11.1.3. *Employee Dishonesty Insurance or Fidelity Bond Insurance* with third-party liability coverage and minimum limits of \$1,000,000.00.

2.11.2. In addition to the mandatory insurance requirements in **Section 2.11.1**, Contracting Agencies may require successful Vendors to maintain the following types of insurance. Each Contracting Agency will determine the specific coverage limits based on the nature and scope of work:

2.11.2.1. *Automobile Liability Insurance* covering all vehicles, owned or otherwise, used in the contract work with limits of \$1,000,000.00 for injuries, including accidental death to any person and subject to the same limit for each person for any one accident involving two or more persons; and,

2.11.2.2. *Automobile Property Damage Insurance* covering all property damage by automobile with limits of \$1,000,000.00 for all property damage by automobile.

2.11.2.3. *Pollution Liability Insurance* with limits of \$1,000,000.00 per occurrence for bodily injury, property damage, and environmental damage caused by accidental discharges of chemicals or pollutants.

2.11.3. All insurance policies shall list the **State of Mississippi** as an additional insured. Upon request, the Vendor shall provide copies of any insurance documentation to OSSS and/or the Contracting Agency.

2.11.4. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

2.11.5. The Contracting Agency may reserve the right to request certificates of insurance directly from the Vendor's insurance carrier regarding the required coverage.

2.11.6. Agencies may require greater limits and will negotiate with Vendors regarding the same. *This is the only negotiable contract term.*

2.12. Contract Terms and Conditions

Following the establishment of a list of preapproved vendors for pest control services, Contracting Agencies will primarily use a contract substantially similar, if not identical, to the sample contract in **Attachment H** of this IFB. By submitting a bid, Vendors acknowledge their willingness to enter such contracts without substantial revision.

2.12.1. The scope requirements in this IFB, the rates bid in response to this IFB, and the contract clauses required to be included in contracts for personal and professional services pursuant to Appendix E of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* are fixed and non-negotiable.

2.12.2. Compensation for services will be in the form of a fixed-price contract. A fixed-price contract is an agreement that provides for a firm price or a price that may only be adjusted in accordance with contract clauses that allow for revision under specified circumstances. (See **Section 2.10.1.** regarding potential price adjustments.)

2.13. Removal from PVL

Vendors added to the PVL may be removed from the list for cause by the PPRB or added to the debarment list pursuant to Chapter 15, Exclusion of Vendor from Future Contract Awards, of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, as updated and replaced by PPRB. A vendor's failure to honor submitted per-square-foot rates for five years following the effective date of the PVL may result in removal from the PVL and/or debarment.

Section 3. Bid Submission and Bid Opening

3.1. Bid Submission Format

All bids must be submitted in writing and include all documentation requested in the Invitation for Bids. Bids submitted without such documentation may not be considered. Only information in the attached Bid Form and accompanying required documentation will be considered when evaluating bids.

The bid package must contain the following:

3.1.1. Bid Cover Sheet (Attachment B)

3.1.2. Bid Form (Attachment C)

The Vendor must submit a separate bid form for each Region in which it intends to submit a bid. The Vendor must also submit all pricing on the bid form. Each Bid Form must be completed and signed by someone with the authority to execute contracts for the Vendor.

3.1.3. Signed Certifications and Assurances (Attachment D)

3.1.4. Release of Bid as Public Record (Attachment E)

3.1.5. References (Attachment F)

Each Vendor must furnish a listing of at least three references for whom they have provided services similar to those solicited in this IFB in the prior three years. Each reference must include, at minimum, a contact person, email address, and telephone number for each reference. The Vendor is responsible for ensuring the reference contact information is correct and current. OSSS must be able to reach two references within two business days of the bid opening. If OSSS cannot reach two references within two business days, OSSS may deem the Vendor non-responsive. To be considered a responsible Vendor, the Vendor must score at least six points on two Reference Score Sheets (**Attachment G**) for a total minimum scoring requirement of 12 points. The references submitted must be familiar with the Vendor's abilities in the areas involved with this solicitation. Vendors must submit at least three references and may submit up to five. OSSS will contact the references in the order submitted.

3.1.6. Acknowledgement of all IFB Amendments that may be issued before the closing date. See Section 1.6.

3.2 Bid Submission Requirements

Bids must be submitted by March 12, 2025, at 5:00 pm CDT. Vendors may submit bids in the two manners discussed below, but they are only required to submit bids in one manner. The Vendor is solely responsible for submitting the bid package on time. Bids received after the specified time shall be rejected and remain unopened in the procurement file. The Vendor assumes all risks regarding the bid's delivery. OSSS, DFA, and PPRB will not be responsible for delivery delays, packages lost in the delivery process, misdirected emails, or other errors.

3.2.1. General Page and File Size Requirements

Submissions exceeding the stated page limit or file size may be deemed non-responsive and rejected without further consideration. The bid response, including all supporting documentation, shall be at most ten (10) pages. One side of a single sheet of paper is considered one page. Attachments, cover pages, or appendices not explicitly requested in the IFB count toward the page limit. Font size must be no smaller than 10 pt, and margins must be at least 0.5 inches. All electronic submissions must be in PDF format and at most five (5) megabytes (MB) in size. The Vendor is responsible for ensuring the file size complies with this limitation.

The following sections do not count toward the 10-page limit:

- Cover letter
- Table of contents
- Required forms provided in this IFB
- Copies of certifications or licenses

3.2.1.1. Submission of a Physical Bid

The Vendor may submit physical copies of the original signed bid package in a sealed envelope or package to:

Mississippi Department of Finance and Administration
Office of Statewide Strategic Sourcing
Attn: Shannon Smith
501 North West Street, Suite 1300
Jackson, MS 39201

The Vendor must clearly label the sealed envelope or package with the following information:

SEALED BID – DO NOT OPEN
Pest Control Services
Preapproved Vendor List
RFx # 3160007168
Bid Opening: March 13, 2025

OSSS will indicate the time and date of receipt on the envelope or package. It is the sole responsibility of the Vendor to ensure that Shannon Smith receives the package and that the date and time of receipt are indicated on the package.

3.2.1.2. Submission of Bid via Electronic Mail

The Vendor shall submit an electronic copy of the original signed bid package in a single email to all three email addresses listed below:

Shannon.Smith@dfa.ms.gov
Teselyn.Funches@dfa.ms.gov
PVLs@dfa.ms.gov

Please submit to **all three addresses** to ensure the bid is deemed responsive.

The subject line of the email must read:

SEALED BID Pest Control PVL Bid Opening 03.13.25

The time and date stamp on the email as received by Shannon Smith will be considered the time and date of receipt. It is the sole responsibility of the Vendor to ensure that Shannon Smith receives the email containing the bid package before the submission deadline.

3.2.2. Failure to submit a bid on the bid form provided will be considered a cause for rejection of the bid. Modifications or additions to any portion of the bid document may also cause the bid to be rejected. On a case-by-case basis, OSSS reserves the right to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, OSSS may request the Vendor to withdraw or modify non-responsive portions that do not affect the service's quality, quantity, price, or delivery.

3.2.3. Any Vendor claiming its response contains information exempt from the Mississippi Public Records Act (Mississippi Code Annotated §§ 25-61-1, et. seq., and 79-23-1) shall provide an additional copy of the bid package which has the relevant information redacted and cites the specific statutory authority for contention that each redaction is exempt.

3.2.4. Bids submitted via facsimile will not be accepted.

3.3. Expenses Incurred in the Procurement Process

All parties participating in the procurement process regarding this solicitation shall bear their own participation costs, pursuant to Section 1.4.4 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

3.4. Independent Price Determination

By submitting a bid, the Vendor certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other Vendor or competitor for the purpose of restricting competition. The quoted prices shall include, but are not limited to, all required equipment and/or materials, all required insurance, all required overhead, all required profit, and all required licenses, certifications, fees, or permits.

3.5. Withdrawal of a Bid

A Vendor may withdraw a bid before the time set for opening bids by providing written notice to Shannon Smith. No explanation is required.

3.6. Debarment

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

3.7. Registration with the Mississippi Secretary of State

By submitting a bid, the Vendor certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by OSSS that it has been placed on the PVL.

3.8. Note to Agencies and Vendors

Agencies are cautioned that this procurement may not comply with guidelines from outside funding sources such as the Federal government or various grants. It is the Contracting Agency's responsibility, when using such funding sources, to verify that this IFB meets all State and Federal procurement requirements. *This procurement does not replace currently active service contracts, and Agencies will not be asked to terminate their current contracts.* Agencies do not have to contract with the Vendors on the PVL; however, Agencies that choose to contract using the PVL will not be required to conduct a procurement.

3.9. Minor Informalities and Irregularities

OSSS has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any Vendor. If insufficient information is submitted by a Vendor for OSSS to properly evaluate the offer, OSSS has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any Vendor. *(Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)*

3.10. Contract Rights

Contract rights do not vest in any party until a contract is legally executed. OSSS is under no obligation to award a contract following issuance of this solicitation.

3.11. Property Rights

Property rights do not inure to any Vendor until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. OSSS is under no obligation to award a contract and may terminate a legally executed contract at any time.

Section 4. Bid Evaluation and Award

4.1 Minimum Vendor Qualifications to be Deemed Responsible

A Vendor must meet each of the following minimum qualifications to be deemed responsible:

4.1.1. Vendor must have been in business and providing pest control services at least three (3) years.

4.1.2. Vendor must hold a current and valid General Pest and Rodent Control License (GRCL) issued by the Mississippi Department of Agriculture and Commerce.

4.1.3. Vendor must demonstrate the capability to effectively service each region bid, either through maintaining a physical office or through other means that ensure prompt and reliable service delivery. Vendor must provide all required information for each region bid for verification purposes. If the Vendor does not have an office in the region, the Vendor must explain how it will service the region bid on the **Bid Form, Attachment C**.

4.1.4. Vendor must receive a minimum of six points on two Reference Score Sheets for a total minimum scoring requirement of 12 points discussed in **Section 3.1.5**.

4.2 Basis for Award

4.2.1. OSSS will evaluate bids based on the requirements outlined in this IFB. No criteria other than those outlined in this Invitation for Bids will be used in an evaluation.

4.2.2. Only Vendors who are found responsive and responsible will have their bids considered.

4.2.2.1. Responsive Vendor: Vendor must submit its bid, including the Bid Form and all required Attachments and other documents, in a manner that conforms in all material respects to this Invitation for Bids as determined by OSSS.

4.2.2.2. Nonconforming Terms and Conditions: A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. OSSS reserves the right to permit the Vendor to withdraw nonconforming terms and conditions from its bid response prior to a determination by OSSS of non-responsiveness based on the submission of nonconforming terms and conditions.

4.2.2.3. Conditioning Bid Upon Other Awards: Any bid which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and not acceptable.

4.2.3. Bid Evaluation Process

OSSS will find the mean bid prices for General Pest Control (per square foot) for all responsive and responsible Vendors in each region. (Bid prices for termites and bed bugs **will not** be used to determine the mean.) All Vendors whose bid price is less than 125% of the mean will be placed on the PVL for the region. See the example below.

Coastal Region	
Vendor	General Pest Control Bid Price (per square foot)
Vendor A	\$0.51
Vendor B	\$0.46
Vendor C	\$0.56
Vendor D	\$0.71

	Average Bid Price (per square foot)	125% of Mean
Coastal Region	\$0.56	\$0.70

In the example above, OSSS would place Vendors A, B, and C on the PVL in that region. Vendor D would not be placed on the PVL because its per-square-foot bid price exceeds 125% of the mean.

4.3. Award Notification

After reviewing the bids, OSSS will post its Notice of Intent to Award on the DFA website and the procurement portal and will notify all Vendors by email.

4.4. Reconsideration of the Solicitation

Any potential Vendor can request that OSSS reconsider the terms of the solicitation. This reconsideration request can be accomplished by reference to Section 5.2.4. of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*. The potential Vendor shall file any such request within three (3) business days following the date of public notice of the solicitation. The potential Vendor must submit the request by email to **both** of the following individuals:

- Shannon Smith, Statewide Procurement Analyst, Shannon.Smith@dfa.ms.gov
- Amelia Gamble, OPSCR Director, Amelia.Gamble@dfa.ms.gov

It shall be the sole responsibility of the requesting vendor to ensure the request is ***received*** in a timely manner by all required parties. Failure to request reconsideration in compliance with this Section in a timely manner results in the waiver of any claim regarding the terms of the solicitation.

The request shall contain the requesting Vendor's name, a single contact person, all contact information for the contact person, the RFx number of the solicitation, and the date the IFB was issued. The request shall identify which of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* the requesting vendor believes to have been violated by the solicitation, as written. The request may not be based on anything other than the solicitation document and these rules and regulations. The vendor shall not include exhibits with the request. Instead, the requesting Vendor shall clearly identify the section(s) of the solicitation document at issue in its request. The request shall not be supplemented.

4.5. Rolling Awards

OSSS will continuously accept bids for placement on the PVL. Upon approval by the PPRB, the PVL will be updated on May 6, 2026, and May 5, 2027.

4.5.1. Bids for Rolling Awards to be awarded on May 6, 2026, must be submitted in accordance with Section 3 of this IFB and must be received by OSSS no later than February 21, 2026, at 5:00 pm CST. The Bid Opening for any such awards will be held February 24, 2026, at 2:30 pm CST.

4.5.2. Bids for Rolling Awards to be awarded on May 5, 2027, must be submitted in accordance with Section 3 of this IFB and must be received by OSSS no later than February 20, 2027, at 5:00 pm CST. The Bid Opening for any such awards will be held February 21, 2027, at 2:30 pm CST.

4.5.3. Vendors seeking inclusion on the updated PVL shall submit the bid in accordance with Section 3. Vendors should adjust the information required to be included on the sealed package or email subject line to reflect the relevant Bid Opening date.

4.5.4. Any bids received after March 12, 2025, at 5:00 pm CDT will be held by OSSS and considered for inclusion in the updated list published on May 6, 2026. Any bids received after February 21, 2026, at 5:00 pm CST will be held by OSSS and considered for inclusion in the updated list published on May 5, 2027. Any bids received after February 20, 2027, at 5:00 pm CST will not be considered for inclusion in the PVL resulting from this IFB.

4.5.5. All Vendors must be responsive and responsible, as described in this IFB.

4.5.6. OSSS will not include Vendors on the updated PVL whose average per-square-foot rate exceeds 125% of the mean of the average per-square-foot rate for that region. The mean will be determined by only those bids submitted for inclusion on the original PVL (i.e., submitted on or before March 12, 2025, at 5:00 pm CDT in response to this IFB). For additional information, see **Section 4.2.3**.

4.5.7. Any Vendor submitting a bid after March 12, 2025, at 5:00 pm CDT agrees to all the terms, conditions, and requirements as if it originally submitted the bid on March 12, 2025.

ATTACHMENT A: Regional Map

North Delta

Coahoma
Desoto
Grenada
Panola
Quitman
Tallahatchie
Tate
Tunica
Yalobusha

South Delta

Bolivar
Carroll
Holmes
Humphreys
Issaquena
Leflore
Sharkey
Sunflower
Washington

Central

Hinds
Madison
Rankin
Warren
Yazoo



Northeast

Alcorn
Benton
Calhoun
Chickasaw
Itawamba
Lafayette
Lee
Marshall
Monroe
Pontotoc
Prentiss
Tippah
Tishomingo
Union

East Central

Attala
Choctaw
Clay
Kemper
Leake
Lowndes
Montgomery
Neshoba
Noxubee
Oktibbeha
Webster
Winston

Southwest

Adams
Amite
Claiborne
Copiah
Franklin
Jefferson
Jefferson Davis
Lawrence
Lincoln
Pike
Simpson
Walthall
Wilkinson

Pinebelt

Clarke
Covington
Jasper
Jones
Lauderdale
Newton
Scott
Smith
Wayne

Coastal

Forrest
George
Greene
Hancock
Harrison
Jackson
Lamar
Marion
Pearl River
Perry
Stone

ATTACHMENT B: Bid Cover Sheet

The Office of Statewide Strategic Sourcing at the Mississippi Department of Finance and Administration, on behalf of the Public Procurement Review Board, is seeking to establish a list of vendors for Pest Control Services to be used on an as-needed basis by State Agencies under the purview of the PPRB.

Bids must be submitted on or before **March 12, 2025, at 5:00 pm CDT.**

Envelopes and/or packages containing sealed bids must be marked:

Pest Control Services
RFx # 3160007168
Bid Opening: March 13, 2025
SEALED BID – DO NOT OPEN

Name of Company: _____

Quoted By: _____

Signature: _____

Address: _____

City/State/Zip Code: _____

Company Representative: _____

Telephone: _____

Fax: _____

Email: _____

FEI/FIN# (if company, corporation, or partnership): _____

MAGIC supplier number: _____

In addition to providing the above contact information, please answer the following questions regarding your company. *This information may be provided to prospective Contracting Agencies on the list of preapproved vendors.*

What year was your company started? _____

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

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation: _____

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

How many customers has your company provided Pest Control Services to in the past three (3) years? Please include the dates, the size of the area maintained, and the annual billing amount for each customer.

Vendor represents that it has all required and/or applicable licenses and will maintain such throughout the contract term. Such licenses include, but are not necessarily limited to, the following: **(Please include a copy of license(s) or permit(s) with bid submission.)**

Type of License	Name of Licensee	Company	Certificate Expiration
General Pest and Rodent Control License (GRCL)			

ATTACHMENT C: Bid Form

Pest Control Services

Company: _____ Region: _____

Company Representative: _____ Title: _____

Telephone: _____ Email: _____

The pricing quoted shall be inclusive of, but not limited to all required insurance; overhead; profit; vehicles; materials; fuel, mileage, and travel time; training; certifications; business and professional licenses, permits, or fees; and all other costs. Pricing for pest control services should include all associated costs with no additional or hidden fees. **Price ranges are not acceptable and will be deemed non-responsive.**

	Price Per Square Foot
General Pest Control	
Termites	
Bed Bugs	

Location of Vendor's Office in Region: _____

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

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

1. That he/she has thoroughly read and understands this Invitation for Bids (RFx # 3160007168), the attachments hereto, and any amendments;
2. That the company meets all requirements and acknowledges all certifications contained in this Invitation for Bids, the attachments hereto, and any amendments;
3. That the company agrees to all provisions of this Invitation for Bids, the attachments hereto, and any amendments;
4. That the company will perform, without delay, the services required at the prices quoted above; and
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.

Signature: _____ Date: _____

Printed Name: _____

ATTACHMENT D: Certifications & Assurances

As an authorized signatory for _____,
I make the following certifications and assurances as a required element of the bid(s) to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. *REPRESENTATION REGARDING CONTINGENT FEES*: Vendor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Vendor's bid or proposal.
2. *REPRESENTATION REGARDING GRATUITIES*: Vendor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of the Agency a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Vendor further represents that no employee or former employee of the Agency has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by Vendor. Vendor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
3. *CERTIFICATION OF INDEPENDENT PRICE DETERMINATION*: The Vendor certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other Vendor or competitor for the purpose of restricting competition.
4. *OFFEROR'S REPRESENTATION REGARDING CONTINGENT FEES*: By responding to the solicitation, the offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror cannot make such a representation, a full and complete explanation shall be submitted in writing with the offeror's response.
5. *NON-DEBARMENT*: This certification is a material representation of fact relied upon by the Contracting Agencies. If it is later determined that the Vendor did not comply with 2 C.F.R. part 180, subpart C, and 2 C.F.R. part 3000, subpart C, in addition to remedies available to DFA and other Contracting Agencies, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment.
6. Vendor certifies Vendor certifies that it has the capability to provide all required services throughout the entire geographic area of each Region on which it submitted a bid.
7. Vendor guarantees that it will give any Contracting Agency priority status and pledges to provide priority and timely services by making equipment and resources available to the State of Mississippi through this contract, especially following large disasters or

catastrophic events.

8. Vendor certifies that it has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Invitation for Bids, the attachments hereto, and any amendments.
9. Vendor certifies that all material, equipment, etc., contained in the bid meets all Occupational Safety Hazards Act (“OSHA”) requirements, and that if any material, equipment, etc., delivered by it is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with OSHA requirements shall be borne solely by the Vendor.

Signature: _____ Date: _____

Name: _____ Title: _____

Modifications or additions to any portion of this document may be cause for rejection of the bid.

ATTACHMENT E: Release of Bid as Public Record

Vendors shall acknowledge which of the following statements is applicable regarding release of its bid as a public record. A Vendor may be deemed non-responsive if the Vendor does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. **Choose one:**

____ Along with a complete copy of its bid, Vendor has submitted a second copy of the bid in which all information Vendor deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Vendor acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the *PPRB OPSCR Rules and Regulations* if OSSS or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Vendor acknowledges and agrees that OSSS may release the redacted copy of the bid at any time as a public record without further notice to Vendor. A Vendor who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.

____ Vendor hereby certifies that the complete unredacted copy of its bid may be released as a public record by OSSS at any time without notice to Vendor. The bid contains no information Vendor deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61- 9, 75-26-1 through 75-26-19, and/or 79-23-1. Vendor explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). A Vendor who selects this option but submits a redacted copy of its bid may be deemed non-responsive.

Name: _____

Signature: _____ Date: _____

ATTACHMENT F: References

REFERENCE 1

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 2

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 3

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 4

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 5

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Vendors must submit a minimum of three references and may submit up to five references. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted. OSSS must be able to contact two references within two (2) business days of bid opening or initial contact or the Vendor may be deemed non-responsive.

ATTACHMENT G: Reference Score Sheet

[To Be Completed by OSSS Only]

Vendor Name: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Service From/To Dates: _____

Were they able to provide pest control services when you called?	Yes	No
Were you satisfied with the pest control services provided by the vendor, if any? If not, please explain.	Yes	No
Was the vendor easy to work with when scheduling pest control services?	Yes	No
Were the pest control services provided on time and within budget?	Yes	No
Did the vendor listen and readily offer a solution if you had an issue? (If you never had an issue, please check here ____.)	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend them?	Yes	No

Each “yes” is one point; each “no” is zero points. Vendor must have a minimum average score of “6” from two references (total of “12” points) to be considered responsible and for its bid to be considered.

Score: _____

Do you have any business, professional or personal interest in the Vendor’s organization? If yes, please explain.	Yes	No
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Called by: _____

Notes:

ATTACHMENT H: Sample Contract

CONTRACT FOR PEST CONTROL SERVICES

1. Parties. The parties to this contract are the [Agency] (hereinafter “Agency”) and [Contractor] (hereinafter “Contractor”).
2. Purpose. The purpose of this contract is for the Agency to engage Contractor to provide pest control services for the Agency.
3. Scope of Services. Contractor will perform and complete in a timely and satisfactory manner the services described in Exhibit “A”, captioned “Scope of Services”, which is attached hereto and made a part hereof by reference. The scope of services is from IFB No. 2025-01, Preapproved List of Pest Control Services, which is incorporated herein by reference. Contractor is one of the preapproved vendors selected through the above referenced IFB for the [Region] Region(s).
4. General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in Exhibit “B”, captioned “Additional Terms and Conditions”, which is attached hereto and made a part hereof by reference.
5. Consideration. As consideration for the performance of the services referenced in Exhibit “A”, the Agency agrees to compensate Contractor as provided in Exhibit “C”, captioned “Compensation”, which is attached hereto and made a part hereof by reference.
6. Period of Performance. This contract will become effective for the period beginning [DATE] and ending on [DATE], upon the approval and signature of the parties hereto. The Agency has the option to renew the contract as long as the contract was entered into on or before April 30, 2028, and the period of performance ends no later than April 30, 2030, as set by IFB No. 2025-01, Preapproved List of Vendors for Pest Control Services. Renewals must be approved by the PPRB.
7. Method of Payment. Contractor agrees to accept payments referenced in Paragraph 5, “Consideration”, to be paid as billed by Contractor, upon review and approval by Agency. Contractor agrees to submit invoices to the Agency that contain a detailed account of each billing. The final invoice is to be submitted no later than [DATE]. Contractor is classified as an independent Contractor and not a contractual employee of the Agency. As such, any compensation due and payable to Contractor will be paid as gross amounts. Contractor invoices shall be submitted to the Agency as set forth in Paragraph 22.
8. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.
9. Approval. It is understood that if this contract requires approval by the Public Procurement Review Board (“PPRB”) and/or the Department of Finance and Administration Office of Personal Service Contract Review (“OPSCR”), and this contract is not approved by PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
10. Availability of Funds. It is expressly understood and agreed that the obligation of [Agency] to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, [Agency] shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without

damage, penalty, cost or expense to the [Agency] of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

11. Representation Regarding Contingent Fees. By executing the contract, the Contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the Contractor cannot make such a representation, a full and complete explanation shall be submitted in writing to the Agency prior to contract execution.

12. Representation Regarding Gratuities. Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of [Agency] a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of [Agency] has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

13. Compliance with Equal Opportunity in Employment Policy. Contractor understands that the [Agency] is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by Federal, State, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

14. Compliance with Laws. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable Federal, State, and local laws and regulations, as now existing and as may be amended or modified.

15. Insurance.

a. Contractor shall maintain insurance which, at a minimum, shall include the following types of insurance and coverage limits:

- **Workers' Compensation** as required by the laws of the State of Mississippi; and,
- **Comprehensive General Liability or Professional General Liability** with minimum limits of \$1,000,000.00 per occurrence for bodily injury, personal injury, accidental death, property damage, employee dishonesty, and identity theft; and,
- **Employee Dishonesty Insurance or Fidelity Bond Insurance** with third-party liability coverage and minimum limits of \$1,000,000.00.

b. All insurance policies shall list the State of Mississippi as an additional insured and, upon request, the Contractor shall provide copies of any insurance documentation to the [Agency].

c. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

d. The [Agency] reserves the right to request certificates of insurance directly from the Vendor's insurance carrier regarding the required coverage.

e. Agencies may require greater limits and will negotiate with Vendors regarding the same. THIS IS THE ONLY NEGOTIABLE TERM.

16. Stop Work Order. The [Agency] may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the [Agency]. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the [Agency]. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the [Agency] has terminated that part of the agreement or terminated the agreement in its entirety. The [Agency] is not liable for payment for services which were not rendered due to the stop work order.

17. Termination.

a. *Termination for Convenience.* The [Agency] may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The [Agency] shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

b. *Termination for Default.* If the [Agency] gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the [Agency] may terminate the contract for default and the Contractor will be liable for the additional cost to the [Agency] to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

18. E-Payment. Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, *et seq.*

19. E-Verification. If applicable, Contractor represents and warrants that it will ensure its compliance with the *Mississippi Employment Protection Act* and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the [Agency] subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

The breach of this clause may subject Contractor to the following: (1) termination of this contract and exclusion pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*; (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi; or (3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the State.

20. No Limitation of Liability. Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.

21. Required Public Records and Transparency. Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The contractor acknowledges and agrees that the [Agency] and this contract are subject to the *Mississippi Public Records Act of 1983* codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151, et seq.

22. Paymode. Payments by [Agency] using the State's accounting system shall be made and remittance information provided electronically as directed by the State and deposited into the bank account of Contractor's choice. The [Agency] may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

23. Procurement Regulations. This contract shall be governed by the applicable provisions of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any Contractor doing business with a State Agency is deemed to be on notice of all requirements therein.

24. Property Rights. Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that the [Agency] may terminate this contract at any time for its own convenience.

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

_____	By:	_____
DATE		[Manager]
		[Comments]

_____	By:	_____
DATE		[Subject]
		[Title]
		[AGENCY]

EXHIBIT A: SCOPE OF SERVICES

I. General Requirements

The Contractor shall provide comprehensive pest control services for all the Agency's facilities, including but not limited to office buildings, warehouses, outdoor areas, and any other structures owned or operated by the Agency.

1. Labor and Materials Provision

The Contractor shall furnish all work, labor, and materials necessary for corrective action and preventive maintenance against insects, pests, and rodents.

2. Safety and Compliance

The Contractor shall strictly adhere to all applicable safety regulations and best practices throughout service delivery. All work shall strictly follow all applicable federal, State, and local safety and health requirements. This strict adherence includes but is not limited to, obtaining and maintaining all necessary licenses, certifications, and permits required for the performance of pest control services. The Contractor shall stay current with any updates or changes to relevant regulations and ensure that all pest control methods, chemicals, and equipment used fully comply with applicable laws and industry standards. Failure to comply with these regulations may result in contract termination and/or removal from the PVL.

3. Integrated Pest Control Program

The Contractor shall develop and implement an integrated pest management program to reduce pest populations in all areas covered by the scope of IFB No. 2025-01, Preapproved List of Vendors for Pest Control Services to a level mutually agreed upon by the Contractor and the Agency. The program shall emphasize prevention, monitoring, and targeted treatments using the least toxic methods possible. The Contractor shall emphasize prevention and non-chemical solutions where possible. The integrated pest control program must include an interior and exterior treatment for each location on a minimum schedule of once a month.

4. Pest Control and Preventive Maintenance Plan

The Contractor shall provide the Agency with a written pest control and preventive maintenance plan before the inception of any contract. Agencies may require the Contractor to use Attachment I: Monthly Service Schedule or may provide their own form, provided it is substantially similar. This pest control plan shall include the following, at a minimum:

- Site-specific solutions for infested or potentially infested areas where observed sources of food, water, harborage, and access may result in infestations
- A schedule of treatments for each location
- A list of the chemicals the Contractor will use and the application frequency

5. Modifications to Service Areas

The Agency reserves the right to add or remove buildings/service areas during the term of this contract. When new buildings are added to an existing site or existing ones are expanded and operationalized, the Agency may request an amended price for the total facility complex.

6. Structural and Procedural Guidelines

Throughout the term of this contract, the Contractor will be responsible for advising the Agency of any structural, sanitary, or procedural modifications that would reduce pest food, water, harborage, infestation, or access. The Contractor is responsible for adequately suppressing pests included in the resulting contract regardless of whether or not the suggested modifications are implemented. The Contractor will not be held responsible for carrying out structural modifications and recommendations

as part of the pest control effort. The Contractor shall only apply caulk, expanding foam, and other sealing materials to eliminate harborage or access with the approval of the Agency.

7. Advanced Expertise Consultation and Review

The Contractor must be able to provide, at no additional cost to the Agency, the services of a qualified pest control professional with advanced expertise when necessary, such as a professional entomologist or registered sanitarian. The entomologist or sanitarian would review the quality control program for appropriateness and effectiveness in controlling pest populations.

II. Service Schedule

The Contractor shall perform pest control services at each site at least once per calendar month or more frequently if needed based on pest activity levels and monitoring results. The Contractor shall determine the specific service frequency for each site in consultation with the Agency. The Contractor shall space the treatment visits 27-30 days apart unless the Agency approves an alternative schedule in writing. For example, if the first service visit for January is on the 12th, the February treatment shall be scheduled between February 8th and February 11th, if possible and practical. The Contractor shall contact the Agency designee to schedule each monthly service visit at least 24 hours in advance.

1. Unless otherwise specified by the Agency, the Contractor shall perform services:
 - Between 7:00 a.m. and 5:00 p.m. Central Time
 - Monday through Friday
 - Excluding Federal and State holidays observed by the Agency
2. Any services required outside these hours must be approved in writing by the Agency in advance.
3. Some locations may require the frequency of services to occur more than once per month. When this is the case, the Contractor shall provide the additional services at no additional cost to the Agency.

4. On-Site Procedures and Treatment Duration

Upon arrival at the unit, the Contractor technician shall announce his/her arrival to the Agency designee before beginning work and discuss specific pest control problems with the designee. The technician shall remain on-site until they complete a thorough and effective treatment. No minimum or maximum time limit is stipulated; the duration will depend on the size and complexity of the facility. If the technician cannot complete the treatment in one visit, they shall return the following day to finish the work.

5. Follow-Up Treatments and Emergency Services

If a previous treatment or regular service fails to control the target pests adequately, the Contractor shall provide additional treatments at the affected location(s) at no extra cost to the Agency. There is no limit to the number of follow-up treatments the Contractor must provide per month to achieve satisfactory pest control. The Contractor shall provide the Agency with an emergency contact number and emergency treatment within twenty-four (24) hours of notification by the Agency of pests inside any building, excluding weekends and State honored holidays. Emergency callback and treatment shall not affect (extend, shorten, or negate) the next scheduled monthly visit. Failure to appropriately respond to calls shall also constitute cause for contract termination by the Agency.

6. After-Hours Service Visits

Some locations may require service visits to occur after regular business hours. When work outside normal business hours is necessary, the Contractor shall notify the Agency to advise them of such work.

7. Service Schedule Modifications

If the Contractor cannot meet the established service schedule, the Contractor must notify the Agency in writing to arrange an alternative plan. Any schedule extension will apply only to the specific work request and will not affect the 24-hour emergency response policy.

III. Pest Management Responsibilities and Focus

The Contractor shall control indoor and outdoor populations of pests present within building property boundaries, including but not limited to the following list. The Contractor is responsible for controlling all pest species, even if not explicitly listed:

- Ants
- Bees
- Centipedes
- Cockroaches
- Fleas
- Flies
- Fruit flies
- Gnats
- Hornets
- Ladybugs
- Lice
- Mosquitoes
- Moths
- Rodents (mice and rats)
- Silverfish
- Snakes
- Spiders
- Ticks
- Wasps

Individual excluded pests are deemed "incidental invaders inside buildings" and are not included in this requirement.

1. Target Pests

Target pests are those most prevalent in or outside a building or, more precisely, those seen frequently and complained about often by staff and management. The Contractor shall maintain primary and concentrated emphasis on target pests.

2. Target Areas

Target areas are those areas in or around a building where pests are most prevalent and are known to frequent in large numbers. Target areas shall receive primary, concentrated emphasis and treatment from the Contractors. Each location will probably have several target areas inside and outside the buildings.

3. Variation of Target Pests and Areas

Target areas and pests will not remain static but can vary during the contract. For example, flies, roaches, and other insects are more prevalent during warmer weather and tend to congregate in specific areas. Contractors and site officials shall maintain an ongoing dialogue to accurately identify target areas and pests.

4. Specialized Pest Treatment Rates and Provisions

This Invitation for Bids (IFB) includes provisions for specialized pest treatments for termites and bed bugs, which the Contractor may offer at rates separate from general pest control services. Contractors

responding to this IFB are encouraged but not required to submit per-square-foot rates for treating termites and bed bugs. The bid form will include designated spaces for these rates; however, whether a Contractor includes or omits these rates in their bid will not affect their overall evaluation or their potential inclusion on the resulting list. It is important to note that these per-square-foot rates for specialized treatments will not be factored into the average rates discussed in Section 4.2.3 of this IFB. Instead, they will be evaluated separately for potential use during the contract term. For other pests that require specialized treatment methods, equipment, or certifications, the Agency may request Contractors to provide proposals under separate agreements outside the scope of IFB No. 2025-01, Preapproved List of Vendors for Pest Control Services.

IV. Inspections and Monitoring

The Contractor shall thoroughly inspect all the Agency's facilities within 30 days of contract award. The purpose of this initial inspection is to:

- Evaluate pest control needs.
- Identify problem areas and existing equipment, structural features, or management practices contributing to pest infestations.
- Determine and identify target areas and target pests in collaboration with knowledgeable site officials.

The Contractor shall inspect all locations at least once each month and more as may be required at no additional cost to the Agency. Inspections shall address all services stated in IFB No. 2025-01, Preapproved List of Vendors for Pest Control Services and aim to detect and correct deficiencies in service quality before performance degrades. The Contractor shall identify, by name, individuals responsible for performing inspections.

The Contractor shall utilize a comprehensive quality control program, including detailed checklists, to evaluate performance during all inspections.

The Contractor shall install and maintain monitoring devices (e.g., insect light traps and rodent bait stations) as appropriate to detect pest activity early.

V. Treatment Methods

The Contractor shall utilize a variety of treatment methods, prioritizing non-chemical approaches where possible, including:

Exclusion Techniques

Exclusion techniques involve identifying and sealing potential entry points to prevent pests from entering the area. These techniques may include installing weather stripping on doors and windows, repairing cracks and gaps in walls, foundations, and roofs, screening vents and drains to block access, and/or securing openings around pipes, utility lines, and cables.

Habitat Modification

Habitat modification reduces an area's attractiveness or suitability for pests by altering environmental conditions. Examples include eliminating food sources, reducing moisture levels through proper drainage and fixing leaks, and/or managing vegetation or debris near structures that provide shelter or nesting sites.

Mechanical and Physical Controls

Mechanical and physical controls rely on devices or manual actions to trap or remove pests. These methods may include installing traps (e.g., snap traps, live traps, glue boards), using barriers to protect plants, vacuuming or physically removing pests from surfaces, and/or employing heat or cold treatments to eliminate pest populations.

Biological Controls

Biological controls use natural predators, parasites, or pathogens to manage pest populations. Examples include introducing predatory insects or nematodes to control populations.

Chemical Controls (as a last resort)

The Contractor should only use chemical controls when all other methods are insufficient to address the pest issue. This involves the responsible application of pesticides or chemical treatments, ensuring minimal environmental impact, strict adherence to safety guidelines and legal regulations, and proper storage and disposal of chemicals to prevent contamination.

1. Pesticide Use Guidelines

The Contractor shall use only products that are:

- Registered with the Environmental Protection Agency (EPA)
- Approved by the Food and Drug Administration (FDA), if applicable
- Applied per label directions
- Used in compliance with all Federal and State regulatory requirements

The Contractor shall not use any pesticide that has not been included in the pest control plan or approved by the Agency. The Contractor shall apply pesticides based on need, not on a predetermined schedule. Preventive treatments are permitted where surveillance indicates potential infestations. When pesticide use is necessary, the Contractor shall employ the least hazardous material, the most precise application method, and the least amount of pesticide needed to achieve control.

2. Prevention of Pesticide Resistance

To prevent the development of pesticide resistance, the Contractor shall implement a pesticide rotation strategy as part of an Integrated Pest Management (IPM) approach. This strategy shall include:

- Alternating between pesticides with different modes of action to disrupt pest adaptation.
- Monitoring pest populations to identify signs of resistance and adjusting treatments accordingly.
- Limiting the frequency of chemical applications to reduce selective pressure on pest populations.
- Maintaining detailed records of all pesticide products used, including active ingredients, application dates, and treatment areas, for review upon request.

The Contractor shall remain informed about emerging resistance patterns and adjust protocols to align with current industry standards and research.

3. Restrictions and Precautions for Insecticide Use in Sensitive Areas

Application of insecticides to exposed surfaces or as space sprays, including fog and mist applications, should be restricted to unique situations where no alternatives exist. The Contractor must coordinate space spray treatments with the Agency before application to ensure no occupants are present or potentially harmed.

The Contractor shall exercise special care in using liquid insecticides in areas with asphalt, mastic, or linoleum floor surfaces. The Agency shall repair surfaces damaged by products applied by the Contractor and deduct the cost of repairs from invoice amounts due to the Contractor. When insufficient amounts are due to address the damage, the Agency shall assess the amount due and invoice it for immediate payment by the Contractor.

4. Rodenticides and Bait Boxes

The Contractor must obtain approval from the Agency before using rodenticides inside occupied buildings. Rodenticides should only be used in exceptional circumstances when deemed essential for adequate rodent control. Regardless of packaging, the Contractor must place all rodenticides in EPA-approved tamper-resistant bait boxes and conspicuously label them with a poison warning. All bait boxes must be placed out of general view and in locations not disturbed by routine operations. The lids of all bait boxes must be securely locked or fastened. All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other immovable surface to prevent tampering. The bait box servicing frequency depends on the rodent infestation level but shall be no less than two (2) times per month. The Contractor is responsible for supplying, monitoring, and disposing of rodent traps as needed.

VI. Documentation and Reporting

The Contractor shall maintain and provide detailed service records and reports, including:

1. Service Records

The Contractor shall maintain detailed service records for each Agency facility, including:

- Date and time of service
- Areas inspected and treated
- Pest activity observed
- Control measures implemented
- Products used (including application rates and locations)

2. Completion Documentation

Upon completing each scheduled or emergency callback service, the Contractor technician shall provide the Agency designee with the following before departing the site:

- A checklist indicating the areas treated
- A list of chemicals used in each area
- A delivery receipt (ticket) signed by the exterminator's representative/technician and the appropriate Agency official

The delivery receipt (ticket) must reflect the address, telephone number, and name of the Contractor representative the Agency can contact should problems arise.

3. Monthly Reports

The Contractor shall submit a Monthly Service Report with each invoice to the designated Agency representative within five (5) business days of the end of each month. Agencies may require the Contractor to use Attachment J: Monthly Service Report or may provide their own form, provided it is substantially similar. Each report shall be signed by an authorized representative for each tenant (Agency) within the building, acknowledging that the Contractor has performed the pest control service on each floor. The report shall include, at a minimum:

- Building (including floors and/or areas) serviced
- Date and Time of Service
- Name of Technician
- Pesticide application details (amounts, locations, number of applications)

- Recommendations for structural, sanitation, and repair improvements to prevent pest access
- Trouble spots eliminated
- Risk reduction achieved
- Suggested changes in management practices (e.g., food policies)
- Updates on rodent bait box locations

4. Annual Reports

The Contractor shall provide an annual summary report to the Agency detailing the following. The level of detail required shall be determined by the Agency:

- Pest Trends: Identification of recurring or emerging pest activity patterns, including seasonal variations and areas with increased activity
- Problem Areas: Assessment of locations contributing to pest infestations (e.g., structural, sanitation, environmental issues)
- Control Measures: Summary of treatments applied, including effectiveness of methods and materials
- Recommendations: Suggestions for long-term improvements to reduce pest activity (e.g., repairs, habitat modifications, sanitation improvements)

The Contractor shall submit the annual report no later than January 15 each year, unless the Agency establishes an alternative due date at the time of contract execution. The Contractor shall provide the report in a clear, organized format suitable for review by non-technical personnel. Upon request, the Contractor shall meet with the Agency to discuss the findings and recommendations, providing clarification or additional detail as needed.

5. Quality Control Records

A quality control file should contain records of all activities, including inspections conducted by the Contractor and corrective actions taken. The Contractor shall maintain the file for the duration of the contract and make it available to the Agency upon request.

VII. Contractor Personnel

The Contractor shall assign a Contractor Account Representative to work directly with the Agency Representative. Awarded Contractors shall meet and become acquainted with the primary contact person at the site. This contact person will collaborate with the Contractors to coordinate and schedule all treatment visits.

1. Licensing and Certification

All pest control technicians employed by the Contractor shall hold valid licenses and certifications required by the State of Mississippi and always keep a registered technician identification card on their person. The Contractor shall maintain compliance with all applicable state and federal regulations governing pest control activities, including but not limited to the handling, application, and disposal of pesticides. Before starting services, the Contractor shall provide the Agency with copies of each technician's relevant licenses and certifications. Upon request, the Contractor shall furnish updated documentation to demonstrate ongoing compliance, including proof of renewal for expired licenses or certifications.

2. Continuing Education and Compliance

The Contractor shall ensure that all technicians participate in continuing education or training programs as required by the State to remain informed about current pest control practices, safety standards, and regulatory changes. Any technician found to be non-compliant with licensing or certification requirements shall be immediately removed from the Agency's project until compliance is achieved. Failure to maintain properly licensed and certified technicians may result in termination of the contract.

3. Personnel Professionalism and Appearance

The Contractor warrants that all service personnel possess the necessary skills, competencies, and professionalism to meet or exceed industry standards for pest control technicians. All personnel must be well-groomed and in uniform or have visible identification at all times. Uniforms should include neat, clean company attire with a visible company logo.

4. Vehicle and Parking Requirements

Vehicles used by Contractor personnel shall be conspicuously marked with company identification. Parking shall be permitted only in locations so designated by the Agency.

5. Personal Protective Equipment (PPE) and Safety

Contractor personnel shall wear appropriate personal protective equipment (PPE) as required by Occupational Safety and Health Administration (OSHA) regulations, product label instructions, and industry best practices. The Contractor shall observe all safety precautions throughout the performance of this contract. All work shall comply with all Federal, State, and local laws. In the event of a conflict between regulations, the most stringent shall apply. The Contractor shall supervise and direct the work performed by its personnel.

6. Personnel Changes

The Contractor shall notify the Agency in writing of any new personnel or replacement of any previously approved personnel designated to perform work per the resulting contract.

VIII. Compliance with Agency Policies

Contractors must comply with all applicable Agency policies, procedures, and relevant laws at all times, including but not limited to:

1. All State facilities are non-smoking, and the Contractor and its personnel must adhere to this requirement. The use of tobacco products is prohibited except within designated smoking areas.
2. The Contractor and its personnel are prohibited from possessing any illegal drug or alcoholic beverage on State property. The Contractor and its personnel shall not consume any unlawful or illegally obtained drug or alcoholic beverage while on duty.
3. The Contractor's personnel should refrain from using foul, abusive, or profane language on State property.
4. The Agency reserves the right to inspect and search all Contractor personnel and/or vehicles anytime while on facility grounds.
5. Personnel must sign in and out at most State facilities and strictly observe security provisions.
6. Personnel may be required to provide photographic identification for inspection upon entering State facilities or grounds. Employees must wear clearly visible personnel identification badges, visitor badges, or personal identification of the individual employee.
7. Deviations from any of the policies in Section 2.8.7. may be considered grounds for contract termination.

IX. Safety and Environmental Concerns

The Contractor shall abide by all laws, statutes, regulations, and directives issued by OSHA, EPA, FDA, and the State of Mississippi. The Contractor shall be responsible for instructing its personnel in all safety measures. The Contractor shall maintain all equipment in safe operating condition; the equipment must be

free from defects or wear that may in any way constitute a hazard to any person or persons on State property at all times. The Contractor must ensure that building occupants' health or productivity is not adversely affected by any actions taken during pest control operations and take every precaution to optimize their safety. The Contractor shall report all incidents involving agency property or personnel to the designated Agency contact immediately upon occurrence.

1. Pesticide Handling and Storage

Before the commencement of work, the Contractor shall provide the Agency with a list of all pesticide products to be used at Agency properties, their labels, and Material Safety Data Sheets (MSDS). The Contractor shall update this list as needed. The Contractor shall not store pesticides on Agency property.

2. Waste Disposal

The Contractor shall be responsible for the proper disposal of all waste materials generated during pest control operations, including but not limited to:

- Pest carcasses
- Contaminated materials such as traps, bait stations, or cleaning supplies
- Empty pesticide containers and any residual pesticides.

All disposal activities shall comply with applicable local, State, and federal regulations, including those governing hazardous waste management and environmental protection. This includes adherence to the guidelines provided by the Environmental Protection Agency (EPA) for pesticide disposal and compliance with local waste management ordinances for biological or hazardous materials. Failure to properly dispose of pest-related waste per regulations may result in penalties, fines, or contract termination.

The Contractor shall maintain records of waste disposal, including the type and quantity of materials disposed of, disposal dates, and the location or facility used for disposal. Records shall be made available to the Agency upon request to ensure transparency and regulatory compliance.

X. Additional Contractor Obligations and Requirements

The Contractor shall also:

1. Administer and maintain all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by the State, Federal, and local laws, such as social security and withholding taxes. It is the sole responsibility of the Contractor to comply with laws or regulations requiring an employer to withhold and/or pay employment-related taxes or other withholdings required by law;
2. Make all unemployment compensation contributions required by Federal and State law and process claims as required;
3. Ensure that Contractor personnel fully comply with the Agency's policies and procedures, the applicable standards of care, Joint Commission standards, and all applicable regulations as now existing or as may be modified;
4. Perform a background check and/or drug screening before hire and, if requested, verify and/or provide the results to the Agency (test must show that employees are drug-free);
5. The Contractor shall perform all services provided in the contract between the Contractor and the Agency in accordance with customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices, and other agents. The Contractor shall

be responsible for the complete performance of all work, for the methods, means, and equipment used, and for furnishing all materials, tools, apparatus, and property of every description used in connection therewith. No statement within this contract or within IFB No. 2025-01, Preapproved List of Vendors for Pest Control Services shall negate compliance with any applicable governing regulation. The absence of detailed specifications or the omission of detailed descriptions shall be recognized as meaning that only the best commercial practices are to prevail and that only first-quality materials and workmanship are to be used.

XI. Detailed Scope to be Provided by the [Agency]

When the Agency selects a Contractor on the PVL for consideration concerning a specific project or need, it will provide a detailed scope and specific work requirements. Such scope and requirements will include, but are not limited to, a description of work activities, a definition of deliverables, time frames, and budget parameters. [Any details regarding the scope of work from the Agency should be included here.]

EXHIBIT B: ADDITIONAL/OPTIONAL TERMS AND CONDITIONS

1. **Attorney's Fees and Expenses.** In the event Contractor defaults on any obligations under this Agreement, Contractor shall pay to [Agency] all costs and expenses, without limitation, incurred by [Agency] in enforcing this Agreement or reasonably related to enforcing this Agreement. This includes but is not limited to investigative fees, court costs, and attorneys' fees. Under no circumstances shall [Agency] be obligated to pay attorneys' fees or legal costs to Contractor.
2. **Authority of Signatory.** Contractor acknowledges that the individual executing the contract on behalf of the [Agency] is doing so in his or her official capacity only. To the extent any provision contained in the contract exceeds the signatory's authority, Contractor agrees that it will not look to that individual in his or her personal capacity or otherwise seek to hold him or her individually liable for exceeding such authority.
3. **Authority to Contract.** Contractor warrants: (1) that it is a validly organized business with valid authority to enter into this agreement; (2) that it is qualified to do business and in good standing in the State of Mississippi; (3) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (4) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
4. **Confidentiality.** [Agency] is a public agency of the State of Mississippi and is subject to the *Mississippi Public Records Act of 1983*. Mississippi Code Annotated §§ 25-61-1, et seq. If a public records request is made for any information provided to [Agency] by Contractor, [Agency] shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information – unless Contractor has previously indicated the information is not a trade secret or confidential commercial and financial information. The [Agency] shall not be liable to the Contractor for disclosure of information required by court order or required by law.
5. **Contract Assignment and Subcontracting.** Contractor acknowledges that it was selected by [Agency] to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of [Agency], which may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of Contractor's obligations hereunder without consent of the [Agency] shall be null and void. Approval of a subcontract by the [Agency] shall not be deemed to be approval of the incurrence of any additional obligation of the [Agency]. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that [Agency] may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
6. **Contractor Personnel.** The [Agency] shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the [Agency] reasonably rejects staff or subcontractors, Contractor shall provide replacement staff or subcontractors satisfactory to the [Agency] in a timely manner and at no additional cost to the [Agency]. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
7. **Copyrights.** Contractor agrees that the rights and title to any copyrightable material first produced under this agreement belongs to [Agency]. Contractor hereby grants to [Agency] a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted or copyrightable work which is incorporated in the material furnished under the agreement regardless of whether it was first produced under this agreement. This grant is

provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others.

- 8. Disclosure of Confidential Information Required by Law.** In the event that either party to this Agreement receives notice that a third-party has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the other party's data or other information, the party subject to the subpoena or other legal process shall promptly inform the other party at the earliest reasonable opportunity, unless prohibited by law from doing so. Thereafter, the party subject to the legal process shall respond to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1, *et seq.*
- 9. Entire Agreement.** This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the [Agency] and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the [Agency] or Contractor on the basis of draftsmanship or preparation hereof.
- 10. Failure to Deliver.** In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the [Agency], after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the [Agency] may have.
- 11. Failure to Enforce Does Not Constitute Waiver.** Failure by the [Agency] at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the [Agency] to enforce any provision at any time in accordance with its terms.
- 12. Force Majeure.** Each party shall be temporarily excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the Agency in writing at its earliest reasonable opportunity of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. All parties shall make reasonable efforts to minimize the impact of the force majeure event on contract performance. The [Agency] may exercise any rights it has under the contract which are available when neither party is in default.
- 13. Indemnification.** To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the [Agency] its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement.

In the [Agency]'s sole discretion, upon approval of the Office of the Mississippi Attorney General and the [Agency], Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and the [Agency]. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the [Agency] shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and the [Agency], which shall not be unreasonably withheld.

- 14. Independent Contractor Status.** Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the [Agency]. Nothing contained herein shall be deemed or construed by the [Agency], Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the [Agency] and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the [Agency] or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the [Agency] and Contractor.

Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the [Agency]. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the [Agency], and the [Agency] shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees.

The [Agency] shall not withhold from the contract payments to Contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the [Agency] shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the [Agency] for its employees.

- 15. Information Designated by Agency as Confidential.** Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor, or its subcontractor(s) shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor(s) without the express written approval of the [Agency] may result in the immediate termination of this agreement.
- 16. Information Designated by Contractor as Confidential.** Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. The services to be provided, the unit prices and overall price to be paid, and the term of the contract shall not be deemed a trade secret or confidential commercial or financial information.
- 17. Infringement Indemnification.** Contractor warrants that the materials and deliverables provided to the [Agency] under this agreement, and their use by the [Agency], will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the [Agency] the right to continue using such items without additional cost to the Agency. Should Contractor fail to obtain for the [Agency] the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense.

In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require the [Agency] to discontinue using such items, in which case Contractor will refund to the [Agency] the fees previously paid by the [Agency] for the items the customer may no longer use, and shall compensate the [Agency] for the lost value of the infringing part to the phase in

which it was used, up to and including the contract price for said phase. Said refund shall be paid within 10 business days of notice to the [Agency] to discontinue said use.

Scope of Indemnification: Provided that the [Agency] promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, indemnify, and hold harmless the [Agency] against any such claims, including but not limited to any expenses, costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

In the [Agency]'s sole discretion, upon approval of the Office of the Mississippi Attorney General and the [Agency], Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and the [Agency]. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the [Agency] shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and the [Agency], which shall not be unreasonably withheld.

18. Modification or Renegotiation Required by Change in Law. The parties agree to renegotiate the agreement in good faith if Federal and/or State revisions to any applicable laws or regulations make changes in this agreement necessary. This agreement may be modified only by written agreement signed by the parties hereto and approval by the Public Procurement Review Board, if required.

19. Non-Solicitation of Employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least one year after this agreement terminates unless mutually agreed to in writing by the [Agency] and Contractor. Any such employment or solicitation for employment shall be in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121.

20. Notices. All notices required or permitted to be given under this agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Agency:

Contact Person, Title
Agency
Address
City, State, Zip

For Contractor:

Contact Person, Title
Agency
Address
City, State, Zip

21. Oral Statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the [Agency], agreed to by Contractor, and approved by the Public Procurement Review Board, if required.

22. Ownership of Documents and Work Papers. [Agency] shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to [Agency] upon termination or completion of the agreement. The foregoing notwithstanding,

Contractor shall be entitled to retain a set of such work papers for its files and shall obtain written permission from [Agency] to use such workpapers, subject to any copyright protections.

- 23. Priority.** The contract consists of this agreement, the IFB (RFx No. 3160007168), attached hereto as Attachment A, and the Contractor's bid submitted in response, attached hereto as Attachment B. Any ambiguities, conflicts, or questions of interpretation of this contract shall be resolved first by reference to this agreement and, if still unresolved, by reference to Attachment A and, if still unresolved, by reference to Attachment B. Omission of any term or obligation from this agreement shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
- 24. Quality Control.** Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the [Agency].
- 25. Record Retention and Access to Records.** Contractor shall maintain such financial records and other records as may be prescribed by the [Agency] or by applicable Federal and State laws, rules, and regulations. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the [Agency] or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are relevant to this agreement. All records related to this agreement shall be retained by Contractor for three years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.
- 26. Recovery of Money.** Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the [Agency], the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the [Agency]. The rights of the [Agency] are in addition and without prejudice to any other right the [Agency] may have to claim the amount of any loss or damage suffered by the [Agency] on account of the acts or omissions of Contractor.
- 27. Requirements Contract.** During the period of the contract, Contractor shall provide all services described in the contract. Contractor understands and agrees that this is a requirements contract and that the [Agency] shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the [Agency] for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the [Agency] is under no obligation to Contractor to utilize any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the [Agency] may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.
- 28. Right to Audit.** Contractor shall maintain such financial records and other records as may be prescribed by the [Agency] or by applicable Federal and State laws and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the [Agency], whichever event occurs first. These records shall be made available during the term of the contract and

the subsequent three-year period for examination, transcription, and audit by the [Agency], the Mississippi State Auditor's Office, and/or other entity of the State.

- 29. Severability.** If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
- 30. State Property.** Contractor will be responsible for the proper custody and care of any State-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.
- 31. Third Party Action Notification.** Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

EXHIBIT C: COMPENSATION

The Contractor will charge the rates listed below (as submitted in response to IFB No. 2025-01, Preapproved List of Vendors for Pest Control Services):

In consideration of services provided, the [AGENCY] agrees to pay to the Contractor the specific sums shown in Exhibit C, and in no event will the total paid to the Contractor exceed the amount of [MAX CONTRACT AMOUNT].

Fixed Price, Indefinite Quantity Contract

This contract is for an indefinite quantity of hours to be furnished as requested by the Agency for fixed per-square-foot rates. The Agency cannot guarantee a minimum number of hours. The Agency will pay only for hours worked at the request of the Agency. In consideration of services provided, the [Agency] agrees to pay the Contractor the per-square-foot rates stated in an amount not to exceed [Contract Maximum Amount].

Optional Price Adjustment Clause

A price adjustment may be allowed in the event unanticipated market disruptions occur such that the per-square-foot rates bid by the Contractor in response to Invitation for Bids 2025-01, Preapproved List of Vendors for Pest Control Services, are no longer viable for the provision of services required by the Agency. Market disruptions that could precipitate a price adjustment include but are not limited to supply chain disruptions, labor shortages, changes in environmental regulations, and significant changes in the cost of chemicals or equipment. The Contractor must provide a market analysis regarding the viability of the originally bid rates and rates the Contractor contends would be viable under the current market conditions. The Contractor shall provide any other documentation or information the Agency requires to support the request for a price adjustment. The Agency has the sole discretion to determine whether a price adjustment will be allowed, the amount of the price adjustment, and the duration of the price adjustment. Any price adjustment made under this provision should be limited to only that which is required to accommodate the precipitating market disruption. Under no circumstances shall a price adjustment result in the adjusted per-square-foot rate exceeding 110% of the original bid per-square-foot rate. (For example, an originally bid per-square-foot rate of \$0.50 could increase to, but not exceed, \$0.55 under this clause.)

ATTACHMENT I: Monthly Service Schedule

Integrated Pest Management Monthly Service Schedule						
	Building	Service Frequency	Day of Month for Service (e.g., 1 st Monday)	Name(s) of Assigned Contractor Staff	Pest Control Needs	Recommended Service Plan (including methods and chemicals)
1						
2						
3						
4						
5						

ATTACHMENT J: Monthly Service Report

Building (incl. floors and/or areas services):	
Service Date and Time:	
Service Duration:	
Technician Name:	

Pesticide Application (amounts, locations, and number of applications):
Recommendations for Facility Improvements, Sanitation, & Repairs to Prevent Pest Access:
Recommendations to Change Management Practices:
Trouble Spots Identified and/or Eliminated:
Risk Reductions Achieved:
Updates on Rodent Bait Box Locations:
Requests or Recommendations by Building Staff:

Agency Representative Signature: _____

Date: _____