JACKSON STATE UNIVERSITY
Request for Proposals (RFP) 26-04
Campus-Wide Pest Control and Management Services

ISSUE DATE: November 2, 2026

ISSUING AGENCY: Office of Purchasing and Travel
Jackson State University
1400 John R. Lynch Street
Jackson, MS 39217

Sealed proposals, subject to the conditions made a part hereof, will be received until **Tuesday, November 24, 2026 at 11:00 a.m. in the JSU Office of Purchasing and Travel,** same address as above, for furnishing services as described herein.

IMPORTANT: Clearly mark the Vendor's legal name and "RFP No. 26-04" on the exterior of every sealed proposal package. Proposals must be received by the Office of Purchasing and Travel by the date and time stated in the final solicitation. Late proposals and submissions by facsimile or email will not be accepted unless the final RFP expressly authorizes an electronic procurement method.

All inquiries regarding this RFP should be directed to:

Kimberly R. Harris, CMPA, MHSA
Director of Procurement Services
Division of Business and Finance
Jackson State University
(601)979-0978 (Office)
kimberly.r.harris@jsums.edu (**Reference RFP 26-04 in the subject header of the email)**

Any addendum associated with this RFP will be posted at https://www.jsums.edu/finance/bid-information/ located under RFP 26-04. It is the respondent's responsibility to assure that all addenda have been reviewed and, if applicable, signed and returned.

JACKSON STATE UNIVERSITY
CAMPUS-WIDE PEST CONTROL AND MANAGEMENT (RFP 26-04)
Due Date: Tuesday, November 24, 2026 @ 11:00 am (CST)

Note: Questions concerning the specifications in this RFP must be submitted in writing and will be accepted until Thursday, November 12, 2026 at 5:00 p.m. All questions and answers will be posted at https://www.jsums.edu/finance/bid-information/ as an addendum located under RFP 26-04 by Tuesdayday, November 17, 2026 at 5:00 p.m.

PROPOSAL RESPONSE CHECKLIST

Vendors should use this checklist to confirm that the proposal is complete. Failure to submit a mandatory item may render a proposal nonresponsive, subject to applicable law and JSU's authority to waive minor informalities:

1. ___One (1) clearly marked original proposal, one (1) electronic PDF copy on a USB flash drive, and six (6) identical paper copies, unless modified by addendum.
2. ___Appendix A - Proposal Cover and Signature Page, fully completed and signed by an authorized representative.
3. ___Cover letter identifying the scope offered, confirming ability to comply with the RFP, and clearly identifying any requested exceptions. Material exceptions may cause rejection as nonresponsive.
4. ___Section-by-section Technical Compliance Response addressing every mandatory specification and stating "Comply," "Exception," or "Not Applicable," with explanation for every exception.
5. ___Company qualifications, organizational profile, account-management structure, staffing plan, emergency-response capacity, and required licenses/credentials.
6. ___Integrated Pest Management (IPM) technical approach and preliminary Plan of Work.
7. ___Copies of applicable Mississippi pest-control company license(s), operator/permit credentials, and evidence of required bond/insurance capability.
8. ___Appendix B - Pricing Schedule, fully completed. Pricing shall be firm, complete, and inclusive of all costs required for the base scope except separately identified specialty service
9. ___Appendix C - Facility and Service Schedule acknowledgment and facility-by-facility pricing, when included in the final RFP.
10. ___Appendix D - Three (3) references for comparable services performed within the last five (5) years.
11. ___Product register/list of proposed pesticides and control materials, including EPA registration information, labels, and SDS, or a clear commitment to submit the final register before service begins.
12. ___Sample service report and sample monthly trend/performance report.
13. ___All addenda acknowledged and returned as required.
14. ___Any other certifications, affidavits, debarment/E-Verify forms, proposal security, or procurement forms required by the final solicitation or addendum.

1. UNIVERSITY OVERVIEW

Jackson State University (JSU), founded in 1877, is a public historically Black university located in Jackson, Mississippi. JSU supports teaching, research, service, residential life, athletics, dining, administrative operations,

and public activities across a multi-building campus environment. The services under this RFP are intended to support safe, sanitary, reliable, and environmentally responsible campus operations.

2. PURPOSE AND INTENT

Jackson State University invites sealed proposals from qualified, licensed, responsible firms to provide comprehensive campus-wide pest control and management services. The successful Vendor shall furnish all supervision, labor, transportation, materials, pesticides, monitoring devices, traps, equipment, reporting, quality control, and other resources necessary to perform the required services.

JSU intends to use an Integrated Pest Management (IPM) approach emphasizing inspection, monitoring, exclusion, sanitation and structural recommendations, non-chemical controls, targeted treatment, and the least hazardous effective pesticide applications when treatment is necessary. Routine calendar-based spraying without documented need is not acceptable.

The resulting contract is anticipated to cover Education and General (E&G) facilities, Housing/Residence Life, Athletics, Auxiliary/Dining facilities, daycare/sensitive areas, and other University facilities identified in the final Facility and Service Schedule.

3. PROCUREMENT METHOD AND BASIS OF AWARD

This solicitation is structured as a Request for Proposals using competitive sealed proposals. Proposals shall be evaluated for responsiveness to the RFP and vendor responsibility. Subject to all required approvals, award is intended to be made to the responsive and responsible vendor whose proposal meets the specifications and requirements of the RFP. JSU may verify calculations, licenses, references, capacity, past performance, and other responsibility information before award.

JSU reserves all rights available under applicable Mississippi law and procurement rules, including the right to reject any or all proposals, cancel the solicitation, waive minor informalities or irregularities when permitted, request clarifications, conduct discussions or presentations when provided for in this RFP, request proposal revisions or Best and Final Offers when permitted, verify references and qualifications, and negotiate an agreement consistent with the solicitation and applicable procurement requirements. Only the evaluation factors and criteria stated in this RFP will be used to evaluate proposals. Vendors shall clearly identify any exceptions or requested contract changes in their proposals. JSU may determine that a material exception renders a proposal nonresponsive or otherwise unacceptable.

4. CONTRACT TERM

The anticipated initial contract term is two (2) years, with the option for JSU, subject to satisfactory performance, funding, required approvals, and applicable law, to renew for up to three (3) additional one-year periods. No

renewal is automatic, and no work may begin before all required approvals, execution, purchase authorization, and notice to proceed.

Base rates shall remain firm during the initial term. Any renewal-period price adjustment must be requested in writing, supported by the methodology stated in the proposal, and approved in writing by JSU in accordance with the executed contract and applicable procurement requirements.

5. OVERALL SCOPE OF SERVICES

- Provide routine inspection, monitoring, prevention, control, removal, and follow-up for pests in and around all facilities included in the final Facility and Service Schedule.
- Control common structural pests including cockroaches, ants, flies, gnats, stored-product pests, spiders, silverfish, beetles, fleas, ticks, rats, mice, and other arthropod or nuisance pests encountered in university facilities.
- Address incidental invaders and stinging/biting insects, including wasps, hornets, bees where lawful and appropriate, and similar pests that create a safety or operational concern.
- Provide rodent monitoring and control using tamper-resistant stations, trapping, exclusion recommendations, and carcass removal. Interior rodenticide use is prohibited unless specifically approved in writing by JSU and permitted by product labeling and law.
- Inspect for evidence of wood-destroying insects and provide separate pricing for termite/wood-destroying insect inspections, treatment, warranties, and related services not included in the base program.
- Provide site-specific written recommendations for structural repairs, sanitation, drainage, vegetation management, storage practices, door sweeps, penetrations, screens, refuse handling, and other conditions contributing to pest activity.
- Provide emergency and priority callback services, including after-hours response when a pest condition presents a health, safety, food-service, residential, event, or operational concern.
- Maintain digital service records and trend data by facility, including pest observations, monitoring counts, devices serviced, materials applied, corrective recommendations, and unresolved conditions.
- Coordinate schedules with Facilities and Construction Management (FCM) and other designated University representatives.
    - Perform all services in a manner that minimizes disruption to classes, research, residence halls, athletic events, dining operations, childcare, and public activities.

6. PESTS AND CONDITIONS INCLUDED

- Indoor populations of rats, mice, cockroaches, ants, flies, spiders, silverfish, beetles, fleas, ticks, stored-product pests, and other arthropod pests.

- Populations of covered pests outside buildings and within service perimeters identified in the Facility and Service Schedule.
- Incidental invaders and nuisance pests, including stinging or biting insects and reptiles.
- Termites and other wood-destroying insects for inspection purposes and for treatment when separately authorized and priced.
- Stray animals and disease-carrying or nuisance wildlife when included as an authorized specialty service.
- Other insects detected in undesired locations that reasonably fall within general structural pest-control services.

BED BUGS: Routine bed bug treatment is excluded from the base recurring price unless expressly included in the final Pricing Schedule. Vendors shall provide separate unit rates for inspection, treatment, follow-up, and optional canine inspection. JSU may authorize such work as needed.

7. INTEGRATED PEST MANAGEMENT (IPM) REQUIREMENTS

a. Inspection and monitoring shall drive treatment decisions. Routine pesticide application solely because a calendar date has arrived is not acceptable.
b. Use non-chemical controls whenever practical, including sanitation recommendations, exclusion, trapping, vacuuming, physical removal, monitoring devices, and habitat modification.
c. When pesticides are necessary, use the least hazardous effective material, targeted placement, and minimum effective quantity consistent with the label and applicable law.
d. All pesticide products must be registered for the intended use with the U.S. Environmental Protection Agency and, where required, the State of Mississippi. Applications shall strictly follow labeling.
e. Maintain a current product register containing EPA registration number, label, SDS, target pest, application method, and approved use locations. JSU may prohibit or restrict a product or application method on University property.
f. Place and maintain pesticides, traps, bait stations, and monitoring devices to prevent unauthorized access, tampering, contamination, or interference with University operations.
g. Immediately report spills, misapplications, exposures, regulatory notices, or other pesticide-related incidents to the designated JSU representative and comply with all reporting and corrective requirements.

8. SPECIFIC CONTROL REQUIREMENTS

8.1 Insect Control

e. Use non-pesticide methods whenever practical, including vacuuming, trapping, exclusion, and sanitation correction.
f. Use monitoring devices such as sticky traps where appropriate to identify activity and evaluate effectiveness.
g. Use bait formulations for cockroach and ant control where appropriate and consistent with IPM principles.

8.2 Rodent Control

h. Inside occupied buildings, use trapping devices as the primary control method. Devices shall be concealed/protected and checked at appropriate intervals; during active population suppression, traps shall be checked at least every twenty-four (24) hours unless otherwise approved.
i. Exterior bait stations shall be tamper-resistant, securely closed, anchored or secured as appropriate, labeled/uniquely identified, dated or digitally documented at each service, and maintained in clean serviceable condition.
j. The Contractor is responsible for prompt and sanitary removal/disposal of trapped rodents and carcasses.

8.3 Reptiles, Stray Animals, and Wildlife

a. Entrap and remove reptilian pests using non-chemical techniques whenever practical.
b. For stray animals and nuisance/disease-carrying wildlife, provide humane capture/removal consistent with applicable federal, state, local, and University requirements.
c. Specialty wildlife work may be subcontracted only with prior written JSU approval and all required.

9. SERVICE FREQUENCIES AND WORK SCHEDULE

Routine work should generally be coordinated within FCM's normal work schedule of 8:00 a.m. to 5:00 p.m., Monday through Friday, except when operational needs require after-hours service. The final Facility and Service Schedule controls if it specifies a different frequency.

FACILITY CATEGORY	MINIMUM ROUTINE FREQUENCY / EXPECTATION
Housing /Residence Halls	At least monthly; coordinate with Housing/Residence Life and FCM.

FACILITY CATEGORY	MINIMUM ROUTINE FREQUENCY / EXPECTATION
Auxiliary/Dining /Daycare/Sensitive Areas	At least twice monthly where designated; enhanced monitoring may be required.
Education & General (E&G)	At least quarterly unless a higher frequency is listed.
Athletics / Event Areas	As listed, plus event/season-specific inspection and priority response.
Emergency / Callback	24/7 availability; on-site response within two (2) hours for events designated by JSU as emergencies, unless otherwise authorized.

A scheduled residence hall, dining, or other critical-area service may not be omitted solely because a callback occurred near the scheduled date unless the designated JSU representative approves the substitution in writing.

10. UNIQUE OPERATIONAL REQUIREMENTS

10.1 Housing / Residence Life

a. Coordinate access with Housing/Residence Life and FCM and comply with residence hall entry protocols, student privacy requirements, and occupancy/turnover schedules.
b. Inspect/service common areas, lounges, kitchens, laundry rooms, trash rooms, mechanical/utility spaces, exterior perimeters, loading/service areas, and resident rooms when authorized.
c. Provide a written bed bug protocol addressing inspection, confirmation, containment guidance, treatment options, follow-up inspections, and clearance criteria.
d. Provide priority response for rodents, stinging insects, fleas, bed bugs, or other conditions affecting occupied student rooms or life-safety egress.
e. Participate in pre-opening/turnover inspections when requested and identify recurring conditions by building, floor, or room.
f. No pesticide application in an occupied student room shall occur without required notice/coordination and compliance with label restrictions and University procedures.

10.2 Athletics

a. Coordinate work around practices, competitions, camps, special events, broadcast schedules, and public occupancy; after-hours work may be required.

b. Include locker rooms, training rooms, equipment/storage areas, offices, concessions, suites/club areas, press areas, restrooms, mechanical spaces, waste/refuse areas, indoor arenas, stadium support spaces, and other designated facilities.
c. Provide event- and season-specific inspection for stinging insects, flies/gnats, rodents, ants, mosquitoes where included, and other pests affecting spectators, student-athletes, staff, food service, or event operations.
d. Coordinate outdoor applications near playing surfaces, spectator areas, storm drains, landscaping, or occupied event zones to protect people, turf, water, and operations.
e. Provide rapid response for nests, swarms, snakes, and nuisance wildlife in public/event areas.

10.3 Auxiliary / Dining Services

f. Provide enhanced IPM services for all dining -related areas, including kitchens, serving areas, food storage rooms, receiving docks, dishwashing areas, beverage stations, vending areas, grease handling areas, dumpsters and compactors, loading docks, and adjacent exterior perimeters.
g. Coordinate all pest management activities with JSU Auxiliary Enterprises and its dining services contractor. Whenever practical, schedule inspections and treatments during low-activity or outside food production and service hours to minimize disruption to dining operations.
h. Comply with applicable Mississippi State Department of Health food-establishment regulations and the FDA Food Code as adopted/modified by Mississippi. Protect exposed food, clean equipment, utensils, linens, single-service items, and food-contact surfaces from pesticide exposure and other forms of contamination during inspections and treatments.
i. Use pest monitoring, exclusion, sanitation, and targeted baiting methods appropriate for food-service environments. Aerosol applications, fogging, broad-broadcast treatments, and similar application methods in food preparation or service areas require advance approval. Appropriate shutdown, food removal or protection, and post-treatment cleaning and sanitizing must be completed as required by applicable regulations and pesticide label instructions before operations resume.
j. Provide written reports identifying trends in flies and gnats, cockroaches, stored-product pests, and rodents. Reports must document observed activity, affected locations, recommended corrective actions, and contributing conditions, including sanitation deficiencies, drainage issues, door gaps, receiving practices, improper storage, waste handling, and structural vulnerabilities.
k. Provide priority response to pest conditions that may compromise food safety, regulatory compliance, or continuity of dining operations. Promptly notify the designated JSU representative and dining services management of significant findings, implement appropriate corrective measures, and document the actions taken and follow-up results.
l. Maintain service logs, inspection findings, pesticide application records, trend reports, and corrective-action documentation. Provide these records to JSU Auxiliary Enterprises upon request and verify that identified deficiencies have been resolved.

11. SPECIALTY / ADDITIONAL SERVICES

The following are outside the routine base scope unless expressly included in Appendix B. Vendors shall provide unit rates, hourly rates, minimum charges, inspection fees, treatment rates, and/or disclosed subcontractor markups as applicable. Specialty work requires written JSU authorization except when immediate emergency action is expressly authorized.

- Termite/wood-destroying insect inspection, treatment, warranties, and repair-related recommendations.
- Bed bug inspection, treatment, follow-up, and optional certified canine inspection.
- Bat, bird, snake, feral/stray animal, raccoon, opossum, armadillo, and other nuisance wildlife removal.
- Mosquito treatment when not included in a facility's recurring service.
- Specialty access requiring lifts, roof access, confined-space procedures, or other unusual equipment.
- After-hours specialty work not included in base emergency/callback requirements.

Subcontractors may be used for specialty services only with prior written JSU approval. The prime Contractor remains fully responsible for scheduling, safety, licensing, insurance, invoicing, quality, regulatory compliance, and subcontractor acts/omissions. No subcontractor markup may be charged unless disclosed in Appendix B and authorized by JSU.

12. INITIAL INSPECTION, MOBILIZATION, AND PLAN OF WORK

Within ten (10) business days after notice to proceed, or another period approved by JSU, the Contractor shall inspect each included facility, establish baseline pest conditions, identify pest-conducive conditions and high-risk areas, and establish monitoring/device locations. The Contractor shall coordinate transfer/removal of incumbent devices to avoid service gaps.

A finalized campus-wide IPM Plan of Work shall be submitted to FCM no later than ten (10) business days before routine services begin, unless otherwise directed. The plan shall include:

- Service frequencies and routes by facility/category.
- Monitoring methods, action thresholds, and treatment decision process.
- Approved product register with labels and SDS.
- Rodent station and monitoring-device standards and maps/locations.
- Housing bed bug protocol.
- Dining/food-service protocol.
- Athletics/event service protocol.
- Emergency/callback response and escalation contacts.
- Quality assurance and supervisory inspection process.
- Reporting format, trend analysis, and corrective recommendation tracking.

- Pesticide spill/exposure response procedure.
- Subcontractor management process for specialty services.

13. STAFFING, LICENSING, AND QUALIFICATIONS

a. Vendor must be authorized to do business in Mississippi and maintain all licenses, permits, registrations, bonds, and insurance required for the services performed.
b. For routine structural pest control, Vendor shall maintain the applicable Mississippi Department of Agriculture and Commerce (MDAC), Bureau of Plant Industry company license and appropriately licensed/credentialed personnel, including General Pest and Rodent Control (GRCL) authority. Wood Destroying Insect Control (WDIL) authority is required for termite/wood-destroying insect services performed by the Vendor or an approved subcontractor.
c. Provide copies of current company license(s) and credentials for the operator/license holder responsible for the account. Before on-site work, provide credentials/identification for assigned technicians as required by law.
d. Vendor should demonstrate at least three (3) years of successful experience providing comparable pest-management services to multi-building institutional, higher education, healthcare, government, residential, hospitality, or food-service facilities.
e. Designate an Account Manager and field supervisor with authority to resolve service issues and provide 24/7 emergency contact information.
f. Maintain sufficient staffing and backup capacity to meet routine schedules, campus events, residence hall needs, food-service priorities, and emergency-response requirements.
g. All Contractor and subcontractor personnel assigned to campus must satisfy JSU identification, conduct, safety, access, and background-screening requirements in effect at the time of service. Evidence of satisfactory screening shall be provided when requested and before access to sensitive/occupied areas.
h. Personnel shall wear company identification and appropriate uniforms/PPE while on campus and comply with University access, parking, key, safety, and security procedures.

14. MATERIALS, EQUIPMENT, AND SAFETY

i. Furnish all ordinary materials, traps, bait stations, monitoring devices, PPE, tools, vehicles, ladders, and equipment required for base services.
j. Use only products approved in the Plan of Work unless JSU authorizes a substitution. Applications must follow product labeling and applicable registration requirements.
k. Use chemical controls according to demonstrated need and IPM principles. Preventive treatment may be used only when lawful, label-consistent, and appropriate to documented risk or with JSU approval.

l. JSU prefers reduced-risk/low-toxicity products when effective and appropriate. Vendor shall describe its capability to use such products.
m. Follow OSHA requirements applicable to Contractor employees, SDS/Hazard Communication requirements, pesticide labeling, and all federal, state, local, and University safety requirements.
n. Do not store pesticides or hazardous materials on campus without prior written authorization.
o. Coordinate in advance any roof access, confined-space entry, fall-protection activity, lift use, or other elevated/specialty access; use properly trained personnel.

15. EMERGENCY AND CALLBACK SERVICE

Emergency service shall be available twenty-four (24) hours per day, seven (7) days per week. For an event designated by JSU as an emergency, the Contractor shall acknowledge the request promptly and provide on-site response within two (2) hours unless JSU authorizes a different response. Examples include rodents or wildlife in occupied food-service areas, snakes or stinging insects in occupied/public areas, severe infestations affecting residence hall occupancy, or conditions affecting a major University event.

Routine callbacks for covered pests between scheduled visits shall be included in the base price at no additional cost when the condition falls within the base scope. Specialty services may be billed only at contracted rates after authorization. Emergency/callback activity shall be documented in the same manner as routine service.

16. REPORTING, DOCUMENTATION, AND PERFORMANCE MANAGEMENT

- Provide a service report for every visit, signed or electronically acknowledged by the designated University representative when practicable.
- Each report shall include facility/location, date/time, technician, areas inspected, pest activity, devices checked, materials/products and quantities applied, application locations, corrective actions, recommendations, and follow-up date.
- Maintain digital logs accessible to designated JSU representatives. Paper logbooks may be required in food-service or other regulated/sensitive locations.
- Submit a monthly campus summary identifying service completion, callbacks, emergency calls, recurring hot spots, trend data, open corrective recommendations, pesticide usage, and missed/rescheduled services.
- Attend quarterly performance meetings, or more frequently if requested, to review trends, recurring conditions, response times, unresolved issues, and prevention opportunities.
- Notify JSU within one (1) business day of any regulatory citation, license action, reportable incident, or material safety issue related to work under the contract.

17.STRUCTURAL/SANITATION RECOMMENDATIONS AND UNIVERSITY RESPONSIBILITIES

Throughout the contract, the Contractor shall advise FCM of structural, sanitary, drainage, storage, waste, vegetation, or procedural modifications that would reduce pest access, food, water, or harborage. Unless separately authorized, the Contractor is not responsible for performing structural repairs. The Contractor remains responsible for performing the contracted pest-control services even when recommended facility modifications have not yet been completed.

JSU will provide reasonable access to scheduled service areas; identify University coordination contacts; communicate known concerns and operational constraints; consider and prioritize corrective recommendations; provide available building information/floor plans when appropriate; and authorize specialty work and additions/deletions to the facility list in writing.

18. ADDITIONS, DELETIONS, AND CHANGES IN FACILITIES

JSU may add, remove, temporarily close, reopen, renovate, or change the use of facilities during the contract. The Contractor shall provide unit pricing that permits equitable adjustments. Changes to recurring base charges must be approved in writing before invoicing. For new facilities, the Contractor shall use the contracted unit methodology or provide a written quote consistent with contracted rates.

19. COMPLIANCE WITH LAWS AND UNIVERSITY REQUIREMENTS

- Comply with all applicable federal, State of Mississippi, local, and University laws, regulations, ordinances, policies, and procedures, including pesticide labeling/registration and MDAC Bureau of Plant Industry licensing requirements.
- Comply with applicable Mississippi public-procurement requirements and all approvals applicable to the final procurement method and contract.
- Comply with federal suspension/debarment requirements when federal funds are used; JSU may verify vendor eligibility in SAM.gov or other required systems.
- Comply with applicable employment eligibility/E-Verify, nondiscrimination, accessibility, records retention, public records, ethics, and other requirements contained in JSU's current standard contract and general solicitation conditions.
- Remain an independent contractor and do not represent Contractor personnel as agents or employees of JSU.

20. INSURANCE, BONDING, INDEMNIFICATION, AND RISK

The successful Vendor shall comply with the insurance, bonding, indemnification, sovereign-immunity, and risk-management provisions in JSU's then-current standard contract and all solicitation-specific requirements approved by JSU Purchasing/Risk Management. Before advertisement, JSU shall insert the final required coverage limits and endorsement language to avoid conflict with the University's current standard terms.

At a minimum, the Vendor must demonstrate the ability to maintain workers' compensation as required by Mississippi law; commercial general liability; automobile liability for vehicles used in performance; the bond and insurance required for applicable MDAC pest-control licensing; and any pollution/contamination, property damage, personal injury, errors-and-omissions, or other coverage required by law or the final contract.

The source draft contained differing insurance limits and expressly noted that final limits should be confirmed by JSU Purchasing/Risk Management before release. Accordingly, this RFP intentionally does not carry forward conflicting legacy limits as final requirements.

21. VENDOR QUALIFICATIONS / MANAGEMENT REQUIREMENTS

a. The following information is required as part of the Vendor's technical and management response and will be considered under the applicable evaluation factors in Section 28. JSU may verify submitted information, contact references, and request clarification consistent with applicable procurement requirements.
b. Company history, ownership, principal office, local service presence, and years providing commercial/institutional pest management.
c. Experience managing a multi-building campus or comparable portfolio, including residence halls, food-service environments, and athletic/event facilities.
d. Proposed Account Manager, supervisor, staffing model, backup capacity, and normal/emergency response capacity in the Jackson area.
e. All applicable Mississippi licenses/permits; responsible licensed operator(s); specialty licenses; and proposed specialty subcontractors.
f. Campus-wide IPM methodology, monitoring program, action thresholds, and quality-control process.
g. Housing/bed bug response program, Dining IPM program, and Athletics/event support approach.
h. Sample service reports, monthly trend reports, and device maps or customer-portal examples, if available.

i. Pesticide selection standards, product-approval process, and reduced-risk/low-toxicity product capability.
j. Employee training, safety program, background-screening process, and technician credential management.
k. Disclosure of any material regulatory enforcement, license suspension/revocation, contract termination for cause, or litigation related to pest-control services within the past five (5) years, with explanation.
l. All exceptions to the RFP or JSU standard contract. Silence will be interpreted as no exception, subject to the final executed contract.

22. REFERENCES

Provide three (3) references for similar services performed within the last five (5) years. At least one reference should, if available, involve a university/college or comparable multi-building institutional campus. Include organization, address, contact name/title, phone/email, approximate square footage/building count, scope, annual contract value or range, and dates of service. JSU may contact references and may consider documented past performance in determining responsibility.

23. PRICING REQUIREMENTS

Pricing must be complete, firm, and transparent. Base recurring pricing shall include all ordinary labor, supervision, travel, transportation, monitoring devices, traps, bait stations, pesticides/materials, reporting, routine callbacks, and other costs necessary to perform the base scope. Taxes from which JSU is exempt shall not be included. No undisclosed fuel, trip, administrative, environmental, technology, disposal, or service fee may be charged.

- Provide monthly and annual base price by facility or facility group in Appendix B.
- Provide a campus-wide annual total.
- Provide a unit methodology for additions/removals, such as cost per 1,000 square feet or another clearly explained basis.
- Provide all requested specialty/additional-service rates, including termite, bed bug, canine inspection, bats, wildlife, mosquitoes where applicable, specialty access, and after-hours services.
- For every specialty rate, identify whether it is a minimum charge, hourly rate, per-room rate, per-building rate, per-treatment rate, inspection fee, material cost plus markup, or another basis.
- Disclose any authorized subcontractor markup. Undisclosed markups will not be payable.

In the event of a discrepancy between unit pricing and an extended total, JSU will apply the correction rules stated in the final General Proposal Conditions and applicable procurement rules.

24. SUBMISSION AND FORMAT REQUIREMENTS

Proposals shall be organized so JSU can readily determine compliance. These formatting requirements are intended to promote uniform review and do not authorize omission of any required information.

24.1 Physical and Electronic Copies

- Submit one (1) clearly marked ORIGINAL, six (6) identical paper copies, and one (1) searchable PDF copy on a USB flash drive, unless modified by addendum.
- Place the complete proposal in a sealed package. Clearly identify the Vendor's legal name, return address, "RFP No. 26-04," and "Campus-Wide Pest Control and Management Services" on the exterior.
- Do not submit proposals by email or facsimile unless the final RFP/addendum expressly authorizes an electronic procurement platform.
- Pricing shall be included in the proposal in the location prescribed by Appendix B and will be evaluated as provided in Section 28. Vendors shall not alter the required pricing structure unless expressly permitted by this RFP or addendum.

24.2 Document Formatting

ELEMENT	REQUIREMENT
Paper Size	8.5 x 11 inches; foldouts only when necessary for required schedules or maps.
Margins	Minimum 0.75 inch on all sides, excluding headers/footers.
Body Font	Arial, Calibri, or Times New Roman.
Body Font Size	Minimum 12-point. Tables, charts, labels, and footnotes may be 9-point minimum if legible.
Headings	Minimum 12-point; clearly distinguish section levels.
Line Spacing	Single or 1.15 spacing permitted; use readable paragraph spacing.

ELEMENT	REQUIREMENT
Pagination	Number all pages consecutively, including appendices where practical.
Tabs/ Bookmarks	Use section tabs in paper copies and PDF bookmarks in the electronic copy when practical.
PDF	Searchable PDF; do not password-protect or restrict printing/copying unless required for confidential material.

24.3 Required Proposal Organization

1. Proposal Cover / Appendix A and signed cover letter.
2. Table of Contents.
3. Vendor Qualifications and Management Requirements (Section 21).
4. Technical Compliance Matrix / Section-by-Section Response to Sections 5-20.
5. Preliminary IPM Plan of Work and service-delivery approach.
6. Staffing, licensing, safety, and emergency-response documentation.
7. Reporting samples and quality-control documentation.
8. References / Appendix D.
9. Pricing / Appendix B and Facility Schedule pricing / Appendix C.
10. Exceptions and requested contract changes, if any.
11. Required certifications, addenda acknowledgments, licenses, bonds/insurance evidence, and other attachments.

24.4 Technical Compliance Matrix

For each requirement in Sections 5 through 20, identify the section number and state one of the following: "COMPLY," "EXCEPTION," or "NOT APPLICABLE." Every "EXCEPTION" must explain the proposed deviation and identify any effect on scope, price, schedule, or performance. A Vendor's marketing literature does not replace a direct compliance response.

24.5 Page Limit

No overall page limit is imposed for mandatory forms, pricing schedules, licenses, labels/SDS, references, and required attachments. The narrative portions covering company qualifications, staffing, technical approach, and quality control should not exceed thirty (30) pages in total unless additional pages are necessary to respond

fully to a mandatory requirement. JSU will not reject an otherwise responsive proposal solely for a minor page-count variance unless the final RFP states otherwise.

25. DELIVERY OF SEALED BIDS

The sealed proposal package must be received by the deadline stated as TBD in the final solicitation. It is the Vendor's responsibility to ensure timely delivery. Delivery or mailing address:

OFFICE OF PURCHASING AND TRAVEL
JACKSON STATE UNIVERSITY
1400 JOHN R. LYNCH STREET
JACKSON, MISSISSIPPI 39217

For hand delivery or commercial delivery service: H.P. Jacobs Administration Tower, 4th Floor, Office of Purchasing and Travel, Jackson State University, 1400 John R. Lynch Street, Jackson, Mississippi 39217.

Proposals received after the final stated date and time will be handled in accordance with applicable procurement rules and the final solicitation instructions.

26. INQUIRIES, ADDENDA, AND COMMUNICATIONS

All questions concerning this RFP must be submitted in writing to kimberly.r.harris@jsums.edu by the deadline listed as TBD. Reference "RFP No. 26-04 - Campus-Wide Pest Control and Management Services" in the subject line. Vendors shall not contact evaluation/review personnel or other University employees regarding this procurement except as authorized by the Office of Purchasing and Travel.

Official changes to this RFP will be issued by written addendum and posted on JSU's Proposal Information page. Vendors are responsible for monitoring the posting, reviewing all addenda, and acknowledging them as required. Oral explanations or instructions are not binding unless confirmed by written addendum.

Prospective respondents may make written inquiries concerning this request for proposal to obtain clarification of requirements. The deadline for inquiries shall **be November 4, 2026** at 5:00 p.m. Please send your inquiries to:

Kimberly R. Harris, CMPA, MHSA
Director of Procurement Services

Division of Business and Finance
Jackson State University
(601)979-0978 (Office)
kimberly.r.harris@jsums.edu (**Reference RFP 26-04 in the subject header of the email)**

27. SCHEDULE OF CRITICAL DATES

SOLICITATION INFORMATION	DETAIL
Issue Date	November 2, 2026
Optional pre-proposal conference / site visit	**November 9, 2026 @ 9:00 a.m.in the FCM 833 Walter Payton Drive**
Deadline for Written Questions	November 12, 2026
Responses/Addenda Posted	November 17, 2026
Proposal Due / Receipt/Opening	**November 24, 2026**
Anticipated Notice of Award	December 15, 2026
Anticipated Contract Execution	January 2027
Anticipated Service Start	February 1, 2027

28. PUBLIC OPENING, PROPOSAL EVALUATION, AND AWARD

Proposals will be received and opened in accordance with applicable Mississippi procurement requirements and the instructions stated in this RFP. JSU will maintain the required procurement record/register and protect proposal information from disclosure to the extent required or permitted by applicable law during the evaluation process.

JSU will first review proposals for responsiveness and Vendor responsibility, including required licensing, financial and operational capacity, staffing, references/past performance, emergency-response capability, safety history, and ability to perform the contract. Responsive proposals from responsible Vendors will then be evaluated and scored using only the factors and weights stated below. Evaluation procedures, including any blind review requirements, will be administered in accordance with applicable University and State rules.

Award may be made to the responsible and responsive vendor whose proposal is determined in writing to be the most advantageous to JSU, taking into consideration price and the evaluation factors stated in this RFP. JSU may conduct discussions, request clarifications, invite oral presentations, and/or request Best and Final Offers when permitted and when determined to be in the University's best interest. Vendors afforded such an opportunity will be treated fairly and consistently.

Evaluation Factors and Weights

EVALUATION FACTOR	POINTS
Technical Approach / IPM Plan / Service Delivery	25
Experience, Qualifications, Licenses, and References	15
Staffing, Emergency Response, Reporting, and Quality Control	15
Housing, Athletics, and Dining Specialized Approach	10
Cost / Pricing / Value	35
TOTAL	**100**

Price is weighted at thirty-five percent (35%) and is the highest weighted individual evaluation factor. JSU will apply the price-scoring methodology and evaluation procedures required by the applicable rules in effect at the time of solicitation. No factor or criterion not stated in this RFP will be used in the evaluation.

JSU may, if provided for and permitted by applicable procurement requirements, conduct written or oral discussions with responsible Vendors whose proposals are reasonably susceptible of being selected for award. JSU may request clarifications, proposal revisions, or Best and Final Offers. Any such process will be conducted fairly and consistently and will not permit disclosure of competing proposal information.

Proposed prices shall remain valid for one hundred eighty (180) days after the proposal opening unless a different period is stated by addendum.

29. CONTRACT REQUIREMENTS

I. The successful Vendor will be required to execute JSU's then-current standard contract and comply with the final General Proposal Conditions. Material exceptions submitted with the proposal may affect responsiveness.
II. The RFP, addenda, successful proposal, accepted clarifications, pricing schedules, and executed contract will constitute the agreement in the order of precedence stated in the final contract.
III. No work shall begin before a fully executed contract/purchase authorization and notice to proceed, as applicable.

IV. JSU may terminate, decline renewal, or exercise other remedies as provided in the executed contract and applicable law.
V. The Contractor shall maintain records supporting invoices and performance for the period required by the contract and applicable law and make them available for audit as required.
VI. The Contractor shall provide reasonable transition assistance at contract end to avoid interruption of pest-control services.
VII. If required by the final contract, the Contractor shall provide temporary month-to-month continuation at contracted or otherwise lawfully approved rates for a limited transition period.

30. RESERVATION OF RIGHTS / CANCELLATION

This RFP does not obligate JSU to purchase services until an award is made, all required approvals are obtained, and a contract or other authorized purchasing document is fully executed. JSU may cancel this RFP, reject proposals, or terminate the procurement before contract execution as permitted by applicable law and procurement rules. Costs incurred in preparing or submitting a proposal are the Vendor's responsibility.

APPENDIX A - PROPOSAL COVER AND SIGNATURE PAGE

Legal Name of Firm: _____

DBA (if any): _____

Physical Address: _____

Mailing Address: _____

Telephone: _____

Email: _____

Mississippi Vendor Number (if applicable): _____

MDAC Company License No(s): _____

Authorized Representative: _____

Title: _____

By signing below, the undersigned certifies that the Vendor has reviewed the RFP and all acknowledged addenda; that the information submitted is true and complete to the best of the Vendor's knowledge; that the signer is authorized to bind the Vendor; and that the Vendor offers to perform the required services at the prices and under the terms submitted, subject to award and execution of an authorized contract.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: TBD:__ _____
Addenda Acknowledged (numbers): _____

APPENDIX B - PRICING SCHEDULE

Vendors shall complete every applicable line.

B-1. Base Recurring Service Pricing (SF totals are for buildings "included" in initial scope)

CATEGORY	APPROX. SF	FREQUENCY	MONTHLY PRICE	ANNUAL PRICE
E&G	925,028	Quarterly	$_____	$_____
Housing	424,273	Monthly	$_____	$_____
Athletic	146,347	Monthly	$_____	$_____
Auxiliary	12,456	Bi-Monthly		
CAMPUS-WIDE TOTAL	1,508,104			$_____

B-2. Unit Adjustment Methodology

UNIT BASIS	RATE / FORMULA	NOTES
Per 1,000 SF	$_____	_____
Other:	$	

B-3. Specialty / Additional Service Rates

SERVICE	UNIT / BASIS	RATE
Termite / WDI inspection	Per building / other	$_____
Termite / WDI treatment	Per LF / SF / quote methodology	$_____
Bed bug inspection	Per room / unit	$_____
Bed bug treatment	Per room / treatment	$_____
Canine bed bug inspection	Per room / building / minimum	$_____
Bat removal / exclusion	Basis: _____	$_____
Other nuisance wildlife	Basis: _____	$_____
Mosquito treatment	Basis: _____	$_____
Specialty access / lift	Basis: _____	$_____
Authorized after-hours specialty labor	Hourly	$_____
Approved subcontractor markup	Percent	_____ %

B-4. Renewal Price Adjustment Methodology

State the requested methodology, index (if any), cap, notice period, and supporting documentation for any renewal-period adjustment. Any adjustment is subject to JSU approval and applicable procurement requirements.

JACKSON STATE UNIVERSITY
CAMPUS-WIDE PEST CONTROL AND MANAGEMENT (RFP 26-04)
Due Date: Tuesday, November 24, 2026 @ 11:00 am (CST)

APPENDIX C - FACILITY AND SERVICE SCHEDULE

Bldg. No.	Building Name	Net Assignable Square Feet (NASF)	Category	Include/ Exclude	Site	Frequency	Special Conditions
58	One University Place of Jackson - Suite 9 (Vacant)	0	Auxiliary	Exclude	On Site	NA	
56	Aaron Shirley Public Health Complex (Medical Mall)	49,353	E&G	Exclude	Off Site	NA	
54	E-Center	46,032	E&G	Exclude	On Site	NA	
6	Jones-Sampson Hall	5,331	E&G	Exclude	On Site	NA	
58	One University Place of Jackson - Suite 1 (Vacant)	1,634	E&G	Exclude	On Site	NA	
58	One University Place of Jackson - Suite 2 (Vacant)	2,024	E&G	Exclude	On Site	NA	
58	One University Place of Jackson - Suite 3 (Vacant)	1,104	E&G	Exclude	On Site	NA	
58	One University Place of Jackson - Suite 6 (Vacant)	4,332	E&G	Exclude	On Site	NA	
23	T.B. Ellis Building	15,365	E&G	Exclude	On Site	NA	
UA	Trustmark	2,154	E&G	Exclude	Off Site	NA	
57	Universities Center Complex (R&D Center)	32,365	E&G	Exclude	Off Site	NA	
41	University Health Center	3,394	E&G	Exclude	On Site	NA	
35	University ID Center	1,310	E&G	Exclude	On Site	NA	
16	University Office Complex (FA) - Alcohol and Drug Studies	3,729	E&G	Exclude	On Site	NA	

JACKSON STATE UNIVERSITY
CAMPUS-WIDE PEST CONTROL AND MANAGEMENT (RFP 26-04)
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Bldg. No.	Building Name	Net Assignable Square Feet (NASF)	Category	Include/ Exclude	Site	Frequency	Special Conditions
14	University Office Complex (FA) - Alumni Affairs	4,943	E&G	Exclude	On Site	NA	
12	University Office Complex (FA) - International Programs	3,118	E&G	Exclude	On Site	NA	
11	W.D. Blackburn Language Arts	18,160	E&G	Exclude	On Site	NA	
32	McAllister/Whiteside Residence Hall	0	Housing	Exclude	On Site	NA	
61	University Pointe (Palisades)	131,272	Housing	Exclude	On Site	NA	
40	Athletic Support Facility (Weight Room)	6,841	Athletics	Include	On Site	Monthly	
31	L.E.E.Williams Athletic & Assembly Center	29,572	Athletics	Include	On Site	Monthly	
63	MSVM Stadium	32,810	Athletics	Include	Off Site	Monthly	
33	T.B. Ellis Annex	6,352	Athletics	Include	On Site	Monthly	
49	Tennis Court Facility	557	Athletics	Include	On Site	Monthly	
43	Walter Payton Recreation & Wellness Center	70,188	Athletics	Include	On Site	Monthly	
29	Heritage Dining Hall	12,456	Auxiliary	Include	On Site	Bi-Monthly	
60	101 Capitol Centre	26,747	E&G	Include	Off Site	Quarterly	
1	Ayer Hall	11,946	E&G	Include	On Site	Quarterly	
8	B.F. Roberts Hall	12,174	E&G	Include	On Site	Quarterly	
39	College of Business	66,908	E&G	Include	On Site	Quarterly	

JACKSON STATE UNIVERSITY
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Due Date: Tuesday, November 24, 2026 @ 11:00 am (CST)

Bldg. No.	Building Name	Net Assignable Square Feet (NASF)	Category	Include/ Exclude	Site	Frequency	Special Conditions
52	Council of Federated Organizations (COFO) Building	2,156	E&G	Include	On Site	Quarterly	
36	Dollye M.E. Robinson Building	69,395	E&G	Include	On Site	Quarterly	
9	E.E. Just Hall of Science	60,232	E&G	Include	On Site	Quarterly	
2	E-City Center	2,070	E&G	Include	On Site	Quarterly	
28	F.D. Hall Music Center	27,424	E&G	Include	On Site	Quarterly	
34	Facilities & Construction Management	5,997	E&G	Include	On Site	Quarterly	
27	H.P. Jacobs Administration Tower	24,671	E&G	Include	On Site	Quarterly	
10	H.T. Sampson Library	124,208	E&G	Include	On Site	Quarterly	
30	J.A. Peoples Science Building	73,617	E&G	Include	On Site	Quarterly	
19	J.L. Reddix Building	47,262	E&G	Include	On Site	Quarterly	
22	J.Y. Woodard Building	19,891	E&G	Include	On Site	Quarterly	
51	Johnson Hall	21,031	E&G	Include	On Site	Quarterly	
25	Joseph H. Jackson Building (School of Educ.)	42,243	E&G	Include	On Site	Quarterly	
48	JSU Student Center	71,961	E&G	Include	On Site	Bi-Monthly	
53	Mobility & Transportation Center	6,091	E&G	Include	On Site	Quarterly	
5	Old Industrial Arts Building	9,805	E&G	Include	On Site	Quarterly	
58	One University Place of Jackson - Residential	55,411	E&G	Include	On Site	Quarterly	

JACKSON STATE UNIVERSITY
CAMPUS-WIDE PEST CONTROL AND MANAGEMENT (RFP 26-04)
Due Date: Tuesday, November 24, 2026 @ 11:00 am (CST)

Bldg. No.	Building Name	Net Assignable Square Feet (NASF)	Category	Include/ Exclude	Site	Frequency	Special Conditions
58	One University Place of Jackson - Suite 4 (Gallery)	1,205	E&G	Include	On Site	Quarterly	
58	One University Place of Jackson - Suite 5 (New IT Office)	385	E&G	Include	On Site	Quarterly	
58	One University Place of Jackson - Suite 7 (New Health Center)	1,919	E&G	Include	On Site	Quarterly	
58	One University Place of Jackson - Suite 8 (New Health Center)	276	E&G	Include	On Site	Quarterly	
18	Plant Science Building/Garden House	3,340	E&G	Include	On Site	Quarterly	
24	President's House (Campus)	5,693	E&G	Include	On Site	Monthly	
7	Rose E. McCoy Auditorium	27,219	E&G	Include	On Site	Quarterly	
4	Sally Barksdale/MLI	2,396	E&G	Include	On Site	Quarterly	
47	School of Engineering	60,196	E&G	Include	On Site	Quarterly	
62	Sheppard Warehouse	29,016	E&G	Include	Off Site	Quarterly	
38	Structures Lab	1,794	E&G	Include	On Site	Quarterly	
50	Undergraduate Recruitment	2,151	E&G	Include	On Site	Quarterly	
55	University Guest House (Sheffield Drive)	3,170	E&G	Include	Off Site	Quarterly	
13	University Office Complex (FA) - Army/Air Force(ROTC)	1,378	E&G	Include	On Site	Quarterly	
15	University Office Complex (FA) - CSET	1,411	E&G	Include	On Site	Quarterly	

JACKSON STATE UNIVERSITY
CAMPUS-WIDE PEST CONTROL AND MANAGEMENT (RFP 26-04)
Due Date: Tuesday, November 24, 2026 @ 11:00 am (CST)

Bldg. No.	Building Name	Net Assignable Square Feet (NASF)	Category	Include/ Exclude	Site	Frequency	Special Conditions
3	Z.T. Hubert/Payroll	2,239	E&G	Include	On Site	Quarterly	
20	Alexander Residence Hall	144,380	Housing	Include	On Site	Monthly (General Area)	Bi-Annual (Rooms)
45	Campbell College Suites (NORTH)	51,151	Housing	Include	On Site	Monthly (General Area)	Bi-Annual (Rooms)
46	Campbell College Suites (SOUTH)	54,546	Housing	Include	On Site	Monthly (General Area)	Bi-Annual (Rooms)
17	E.T.Stewart Hall	67,278	Housing	Include	On Site	Monthly (General Area)	Bi-Annual (Rooms)
21	John W. Dixon Building	43,023	Housing	Include	On Site	Monthly (General Area)	Bi-Annual (Rooms)
37	Transitional Residence Hall	63,895	Housing	Include	On Site	Monthly (General Area)	Bi-Annual (Rooms)
UA	Baseball Dugout (2-Bathrooms)	27	Athletics	Include	On Site	Monthly (General Area)	Bi-Annual (Rooms)

APPENDIX D – REFERENCES

Reference 1

Organization: _____
Address: _____
Contact Name / Title: _____
Phone / Email: _____
Facility Count / Approx. SF: _____
Scope of Services: _____
Annual Contract Value / Range: _____
Dates of Service: _____

Reference 2

Organization: _____
Address: _____
Contact Name / Title: _____
Phone / Email: _____
Facility Count / Approx. SF: _____
Scope of Services: _____
Annual Contract Value / Range: _____
Dates of Service: _____

Reference 3

Organization: _____
Address: _____
Contact Name / Title: _____
Phone / Email: _____
Facility Count / Approx. SF: _____
Scope of Services: _____
Annual Contract Value / Range: _____
Dates of Service: _____

APPENDIX E - TECHNICAL COMPLIANCE MATRIX

Proposer shall reproduce/expand this matrix as needed and address every requirement in Sections 5-20.

RFP SECTION	**REQUIREMENT / TOPIC**	RESPONSE (COMPLY / EXCEPTION / N/A)	EXPLANATION / PROPOSAL PAGE
5	Overall Scope	_____	_____
7	IPM Requirements	_____	_____
9	Service Frequencies	_____	_____
10	Housing/Athletics/Dining	_____	_____
13	Staffing/Licensing	_____	_____
15	Emergency/Callback	_____	_____
16	Reporting	_____	_____
20	Insurance/Risk	_____	_____

APPENDIX F - GENERAL PROPOSAL CONDITIONS / STANDARD CONTRACT

AGREEMENT Resulting from XXXXX

THIS AGREEMENT is made this day between Jackson State University, a Mississippi Institution of Higher Learning (hereinafter referred to as "JSU") and XXX (hereinafter referred to as "CONTRACTOR"), located at XXX.

In consideration of the mutual benefits and advantages to each other, JSU desires to engage CONTRACTOR for the purposes and for the time period set forth below; and CONTRACTOR agrees to perform the services and deliver the products in accordance with the terms and conditions of this Agreement.

1. **SCOPE OF SERVICES**

   CONTRACTOR shall provide JSU with the products and services set forth in RFX/RFP XXX and CONTRACTOR's proposal, as accepted by JSU in response thereto. RFX/RFP XXX project components and CONTRACTOR's proposal are incorporated herein and attached hereto as Exhibits B and C respectively.

   CONTRACTOR represents and warrants the services performed shall be of professional quality consistent with and in accordance with generally accepted industry standards for the performance of such services.

2. **PERIOD OF PERFORMANCE**

   Unless this Agreement is extended by mutual written agreement of the parties or terminated as prescribed elsewhere herein, this Agreement shall begin on the date signed by all parties and end no later than XXXX XX, XXXX.

3. **CONSIDERATION AND PAYMENT**

   As consideration for the satisfactory performance of those services contemplated by this Agreement, JSU agrees to pay, and CONTRACTOR agrees to accept total compensation for all services rendered pursuant to this Agreement NOT TO EXCEED XXXXX DOLLARS ($XXXXX), and shall be payable when XXXXX.

   CONTRACTOR shall at all times be regarded as and shall be legally considered an independent contractor and neither CONTRACTOR nor its employees shall, under any circumstances, be considered servants, agents or employees of JSU, and JSU shall at no time be legally responsible for any negligence or other wrongdoing by CONTRACTOR, its partners, principals, officers, agents, employees, or representatives. Nothing contained in this Agreement shall be deemed or construed as creating the relationship of principal and agent, partners, joint ventures, or any similar relationship between JSU and CONTRACTOR. At no time shall CONTRACTOR be authorized to do so and at no time shall CONTRACTOR act as an agent for JSU.

4. **E-PAYMENT**

CONTRACTOR agrees to accept all payments in United States currency via the Jackson State University's electronic payment and remittance vehicle. Payments on behalf of JSU to CONTRACTOR for services and products will be rendered in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Miss. Code Ann. §§ 31-7-301, *et seq.*, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. The CONTRACTOR's invoices shall be submitted to JSU using the processes and procedures identified JSU. No payment, including final payment, shall be construed as acceptance of defective or agents or employees of JSU, and JSU shall at no time be legally responsible for any negligence or other wrongdoing by CONTRACTOR, its partners, principals, officers, agents, employees, or representatives. Nothing contained in this Agreement shall be deemed or construed as creating the relationship of principal and agent, partners, joint ventures, or any similar relationship between JSU and CONTRACTOR. At no time shall CONTRACTOR be authorized to do so and at no time shall CONTRACTOR act as an agent for JSU.

5. E-VERIFICATION

CONTRACTOR represents and warrants it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. CONTRACTOR agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. CONTRACTOR further represents and warrants any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. CONTRACTOR understands and agrees any breach of these warranties may subject CONTRACTOR to the following:

(a) termination of this Agreement and ineligibility for any State or public contract in Mississippi for up to three (3) years, with notice of such cancellation and/or termination being made public, or
(b) the loss of any license, permit, certification, or other document granted to CONTRACTOR by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year, or both
(c) in the event of such termination/cancellation, CONTRACTOR would also be liable for any additional costs incurred by MSOS due to contract cancellation or loss of license or permit to do business in the State.

6. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed the obligation of JSU to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient,

either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to JSU, JSU shall have the right upon ten (10) working days written notice to CONTRACTOR, to terminate this Agreement without damage, penalty, cost or expenses to JSU of any kind whatsoever. The effective date of termination shall be specified in the notice of termination.

7. **APPLICABLE LAW**

The parties recognize and agree that JSU is a Mississippi Institution of Higher Learning and that this Agreement is governed and controlled by the laws of the State of Mississippi, including Opinions of the Mississippi Attorney General. Any provision contained in this Agreement and any policy, agreement or term referenced herein, which is contrary to Mississippi law is void and unenforceable. CONTRACTOR shall comply with applicable federal, state, and local laws and regulations.

The Parties acknowledge and agree that JSU's contacts are governed by the laws of the State of Mississippi and therefore, any provision that purports to set venue outside of the State of Mississippi is deleted. Venue shall be proper in the Federal or State court in Hinds County, Mississippi. U.S. Const. Amend XI; Miss. Code Ann. § 11-11- 3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

8. **ASSIGNABILITY AND SUBCONTRACTING**

CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of JSU thereto. None of the work or services covered by this Agreement shall be subcontracted without prior written approval by JSU.

9. **ATTORNEY'S FEES AND EXPENSES**

Subject to other terms and conditions of this Agreement, in the event CONTRACTOR defaults in any obligations under this Agreement, CONTRACTOR shall pay to JSU all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by JSU in enforcing this Agreement or otherwise reasonably related thereto. CONTRACTOR agrees that under no circumstances shall JSU be obligated to pay any attorney's fees or costs of legal action to CONTRACTOR.

10. **AUTHORITY TO CONTRACT CONTRACTOR warrants**

(d) it is a validly organized business with valid authority to enter into this Agreement;
(e) it is qualified to do business and is in good standing with the State of Mississippi, if required;
(f) 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,
(g) notwithstanding any other provision of this Agreement to the contrary, 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.

11. **CHANGES**.

JSU may, from time to time, require and request changes in the scope of services of CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR'S compensation which are mutually agreed upon by and between the parties, shall be included in written amendments to this Agreement. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to this Agreement must be made in writing and agreed upon by both parties.

12. **COMPLIANCE WITH LAWS.**

CONTRACTOR understands JSU 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 to strictly adhere to this policy in its employment practices and provision of services. CONTRACTOR shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

13. **CONFIDENTIALITY**.

Any writings, reports, forms, information, ideas, data, electronic or otherwise given to, prepared by, or in any way generated, accomplished or accessed by CONTRACTOR in carrying out the terms of this Agreement shall be kept confidential by CONTRACTOR and no such information shall be made available to any individual, organization, or otherwise by CONTRACTOR without the prior written approval of JSU, and in accordance with the Confidentiality and Non-Disclosure Addendum attached as Attachment A.

14. **FAILURE TO ENFORCE**

The failure by JSU at any time to enforce the provisions of this Agreement shall not be construed as a waiver of such provision. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of JSU to enforce the provision at any time in accordance with its terms.

15. **INSURANCE**.

CONTRACTOR shall maintain, at its own expense, the following insurance coverage in the amounts specified, insuring CONTRACTOR, its employees, agents, designees, subcontractors, and any indemnities as required herein:

(a) Professional Liability insurance in an amount not less than One Million Dollars ($1,000,000.00), including personal injury, bodily injury (including both disease and death), property damages and blanket contractual liability; and

(b) Comprehensive general liability insurance in an amount not less than One Million Dollars ($1,000,000.00) for each occurrence with the State of Mississippi added as an additional insured; and

(c) Workers' compensation insurance in the amounts required pursuant to the laws of the State of Mississippi.

CONTRACTOR shall furnish JSU with a certificate of conformity providing the aforesaid coverage within ten (10) days of execution of Agreement. It is understood by the parties in the event CONTRACTOR fails to secure such insurance

and providing the certificate evidencing same, JSU, at its sole option, may terminate this Agreement immediately without further notice to CONTRACTOR.

All insurance policies required herein shall be issued by an insurance company or companies licensed to do business in the State of Mississippi and acceptable to JSU. No policy of insurance may be cancelled or reduced during this Agreement. Modification to the policy of insurance must have written notification to JSU prior to modification.

16. **ITEMIZED SERVICES AND INSPECTION OF BOOKS AND RECORDS.**

CONTRACTOR shall submit to JSU at such times and in such form and manner as JSU may direct, an itemized invoice for services rendered in an amount compatible with the consideration fixed herein. JSU shall have the right to request additional information pertaining to each itemized invoice. JSU shall have the right to inspect and audit the books and records of CONTRACTOR. Such books and records shall be retained and maintained by CONTRACTOR for a minimum of three (3) years following the termination of or the expiration of this Agreement.

17**. NOTICES**

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business listed herein. Notice shall be deemed given when actually received or when refused. JSU and CONTRACTOR agree to promptly notify each other in writing of any change of address.

For CONTRACTOR	**For JSU**
XXXXXXXXXXXXX	Jackson State University
Attn: XXXXX	Attention: Kimberly R. Harris
XXXXXXXXXXXXXX	1400 John R. Lynch Street
XXXXXXXXXXXXXX	Jackson, Mississippi 39217

18. **REPRESENTATION REGARDING CONTINGENT FEES**

CONTRACTOR represents it has not retained a person to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in CONTRACTOR's bid or proposal.

19. **STATE'S IMMUNITY**

By entering into this Agreement with CONTRACTOR, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law. As such, as a state entity, JSU does not waive its sovereign immunity. JSU shall only be responsible for liability resulting from the negligent actions of its officers, agents, and employees acting within the course and scope of their official duties. Miss. Code Ann. § 11-46-1, et seq. JSU does not waive its Constitutional Eleventh (11th) Amendment immunity. U.S. Const. Amend. XI.

20. **STOP WORK ORDER**

A. Order to Stop Work: JSU may, by written order to CONTRACTOR at any time, and without notice to any surety, require CONTRACTOR to stop all or any part of the work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to CONTRACTOR unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, CONTRACTOR shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, JSU shall either:

a. Cancel the stop work order; or,
b. Terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

B. Cancellation or Expiration of the Order: If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, CONTRACTOR shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contractor price, or both, and the Agreement shall be modified in writing accordingly, if:

a. the stop work order results in an increase in the time required for, or in CONTRACTOR'S cost properly allocable to, the performance of any part of this Agreement; and,
b. CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided, if JSU decides the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this agreement.

C. Termination of Stopped Work: If a stop work order is not cancelled and the work covered by such order is terminated, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

D. Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this Agreement, if any.

21. **TERMINATION FOR CONVENIENCE**

A. Termination: JSU may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. JSU shall give written notice of the termination to CONTRACTOR specifying the part of this Agreement terminated and when termination becomes effective.

B. Contractor's Obligations: CONTRACTOR shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination CONTRACTOR will stop work to the extent specified. CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated work. CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders.

connected with the terminated work. JSU may direct CONTRACTOR to assign CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to MSOS. CONTRACTOR must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

22. **TERMINATION FOR DEFAULT**

A. Default: If CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the Agreement's provisions, or commits any other substantial breach of this Agreement, JSU may notify CONTRACTOR in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by JSU, such officer may terminate CONTRACTOR'S right to proceed with this Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, JSU may procure similar supplies or services in a manner and upon terms deemed appropriate by JSU. CONTRACTOR shall continue performance of this Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

B. Contractor's Duties: Notwithstanding termination of this Agreement and subject to any directions from the procurement officer, CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of CONTRACTOR in which the State has an interest.

C. Compensation: Payment for completed services and products delivered and accepted by JSU shall be at the contract price. JSU may withhold from amounts due CONTRACTOR such sums as JSU deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse JSU for the excess costs incurred in procuring similar goods and services.

D. Excuse for Nonperformance or Delayed Performance: Except with respect to defaults of subcontractors, CONTRACTOR shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by CONTRACTOR to make progress in the prosecution of the work hereunder which endangers such performance) if CONTRACTOR has notified JSU within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, CONTRACTOR shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit CONTRACTOR to meet the requirements of this Agreement. Upon request of CONTRACTOR, JSU shall ascertain the facts and extent of such failure, and, if such officer determines any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, CONTRACTOR'S progress and performance would have met the terms of this Agreement, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-price contracts, "Termination for

Convenience." (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

E. Erroneous Termination for Default: If, after notice of termination of CONTRACTOR'S right to proceed under the provisions of this clause, it is determined for any reason this Agreement was not in default under the provisions of this clause, or the delay was excusable under the provisions of Paragraph (D) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the Agreement contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

F. Additional Rights and Remedies: The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

23. **TERMINATION UPON BANKRUPTCY**

This Agreement may be terminated in whole or in part by JSU upon written notice to CONTRACTOR, if CONTRACTOR should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by CONTRACTOR of an assignment for the benefit of its creditors. In the event of such termination, CONTRACTOR shall be entitled to recover just and equitable compensation for satisfactory work performed under this Agreement, but in no case shall said compensation exceed the total contract price.

24. **SEVERABILITY**

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

25. **TRANSPARENCY**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 2561-1 et seq. and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at http://www.transparency.mississippi.gov. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

26. **TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION**

It is expressly understood between JSU and CONTRACTOR that Mississippi law requires the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to

be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

27. **ENTIRE AGREEMENT**

This Agreement, including any exhibits (which are specifically incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any and all other prior or contemporaneous discussions, negotiations, agreements, or understandings between the parties, whether written or oral, regarding the subject matter thereof.

This Agreement made by and between the parties hereto shall consist of and precedence is hereby established by the order of the following:

(a) This Agreement signed by the parties, and;
(b) Exhibit A- Confidentiality and Non-Disclosure Addendum.

For the faithful performance of the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

_____

Denise Jones Gregory, Ph.D.
President, Jackson State University

Date:_____

_____

XXXXXXX

PrintedName:_____

Title: _____

Date: _____