Addendum #1
RFP# 2023008

The purpose of this addendum is to provide responses to questions asked during the Inquiry Phase of this Request for Proposal. The Inquiry phase has ended. This is an addendum to **RFP #2023008 Pest Control Services** The contents of this addendum are now officially a part of the Request for Proposal document.

Written / Emailed Questions

Question #1: I am wanting to clarify that the NPS Bid is requesting that Wood Destroying Organisms (highlighted below) be included in the bid proposal as covered pest in upcoming contract period. If so, what level of treatment is the expectation? Spot treatments or complete treatments. Additionally, these pests are included the Exception-Off Contract Pricing list. Please provide us with contract expectation clarity.

Answer #1: Wood Boring beetles and all species of termites will be part of the Off-Contract Pricing

Question #2: How many servicemen will be preferred by NPS to perform pest control?

Answer #2: We only want 1 to 2 users applying pest control for all district buildings.

Question #3: Is it possible to view the bid information for your most recent contract for pest control services?

Answer #3: Yes, the current provider's contract can be found after the question section of the addendum.

Addendum acknowledgement should be submitted with sealed bid response	
Vendor Name	**Signature of Authorized Agent**

Issued by: Cameron Cox
Director of Purchasing
ISD #29 d/b/a Norman Public Schools

Date: March 23, 2023



Branch Manager:

John Hilliard

405-421-4269

jhilliard@terminix.com

Service Manager:

Lovrina Serrano

405-761-4285

lserrano@terminix.com

03/25/22
Norman Public Schools,
Thank you for considering Terminix as your pest control provider.
As you may know, we have moved customers from Schendel Norman into the Terminix operating system. Schendel has been a part of the Terminix team of businesses since 2012 and in most cases, you will see little to no difference in services, and are likely to have the same technician as in past services . Service prices and services that have moved over will change very little, if any. Over the past year, our Schendel technicians have worn Terminix uniforms and driven Terminix branded vehicles and provided outstanding pest services while under the Schendel system. The move to a Terminix operating system is another way we are committed to providing a world class service to all our customers and consolidating our focus on the most important part of our business, you. Thank you for your understanding and most of all, thank you for remaining a loyal customer.

When you choose Terminix, you gain a partner to protect your brand and your locations. We are recognized industry leaders and are highly qualified to be your partner for the following reasons:

Our Commitment to You. We invest in you because we intend to be a partner to you for a long time. Terminix value structure is based on establishing long-term relationships. We work to understand your needs and expectations and then strive to exceed those expectations.

People. Terminix is committed to fielding the best-trained and best supported staff in the industry. Our training programs ensure you receive the safest and most effective pest control service available. Our people live and work in your community and operate with exceptional values every day. They are people you'd want on your team.

Protecting Health and Property since 1957. In 1927, E. L. Bruce, owner of the E. L. Bruce Company in Memphis, Tennessee, wanted to find a way to protect the hardwood floors they manufactured from damage by termites and founded the Bruce Terminix Research Laboratory. In 1932, senior chemist Frank Lyons created the first termiticide, an insecticide specifically designed to kill termites. The company began to franchise under the name Bruce Terminix. In 1955, Terminix was the first company to offer a termite protection contract, with annual inspections and a guarantee. In 1957, franchisees began offering residential and commercial pest control services. Customers have been with us for decades. They know they can trust us to take care of them. We'll do the same for you.

Sincerely,
Lovrina Serrano
Service Manager
405-761-4285
lserrano@terminix.com

SECTION 1

Tools & Techniques

CORE SERVICE AREAS

ALL SERVICES QUOTED ARE ALREADY IN PLACE AND BEING SERVICED

Technician will service the common areas including the main entry way, office, Teacher's lounge, and the kitchens. The rest of the schools will be covered but serviced on an as needed basis.

COVERED PESTS

Terminix agrees to provide service to control the following pests:

Roaches	Ants	Rats/Mice
Occasional invaders	Beetles	Stinging insects*
Crickets	Spiders	

*FLEAS ARE NOT INCLUDED. BED BUGS ARE NOT INCLUDED. TERMITES ARE NOT INCLUDED. BEES ARE NOT INCLUDED.

SECTION 2

Pricing

Location:	Service Frequency	Price/Service
Adams Elementary	GPC	$95/monthly
	Mole/Gopher	$75/quarterly
	Termite renewal	$320/yearly
Cleveland Elementary	GPC	$95Monthly
	Mole/gopher	$75Quarterly
	Termite renewal	$399/yearly
Eisenhower Elementary	GPC	$95Monthly
	Mole/Gopher	$75Quarterly
	Termite renewal	$240/yearly
Jackson Elementary	GPC	$95Monthly
	Mole/Gopher	$75Quarterly
	Termite Renewal	$485/Yearly
Jefferson Elementary	GPC	$95Monthly
	Mole/Gopher	$75Quarterly
	Termite Renewal	$399/Yearly
Kennedy Elementary	GPC	$95/Monthly
	Mole/Gopher	$75/Quarterly
Lakeview Elementary	GPC	$95/monthly
	Mole/Gopher	$75/Quarterly
Lincoln Elementary	GPC	$95/Monthly
	Mole/Gopher	$75/Quarterly
Madison Elementary	GPC	$95/Monthly
	Mole/Gopher	$75/Quarterly
	Termite Renewal	$400/Yearly
McKinley Elementary	GPC	$95/Monthly
	Mole/Gopher	$75/Quarterly
Monroe Elementary	GPC	$95/Monthly
	Mole/Gopher	$75/Quarterly
	Termite Renewal	$485/Yearly

Reagan Elementary	**GPC**	**$200/Monthly**
	Mole/Gopher	**$75/Quarterly**
	Termite Renewal	**$399/Yearly**
Roosevelt Elementary	**GPC**	**$95/Monthly**
	Mole/Gopher	**$75/Quarterly**
	Termite Renewal	**$399/Yearly**
Truman Primary	**GPC**	**$95/Monthly**
	Mole/Gopher	**$75/Quarterly**
	Termite Renewal	**$399/Yearly**
Truman Elementary	**GPC**	**$95/Monthly**
	Mole/Gopher	**$75/Quarterly**
	Termite Renewal	**$399/Yearly**
Washington Elementary	**GPC**	**$95/Monthly**
	Mole/Gopher	**$75/Quarterly**
Wilson Elementary	**GPC**	**$95/Monthly**
	Mole/Gopher	**$75/Quarterly**
	Termite Renewal	**$110/Yearly**
Alcott	**GPC**	**$95/Monthly**
	Mole/Gopher	**$75/Quarterly**
	Termite Renewal	**$399/Yearly**
Irving	**GPC**	**$128/Monthly**
	Mole/Gopher	**$75/Quarterly**
Longfellow	**GPC**	**$128/Monthly**
	Mole/Gopher	**$75/Quarterly**
	Termite Renewal	**$399/Yearly**
Whittier	**GPC**	**$128/Monthly**
	Mole/Gopher	**$75/Quarterly**
Norman High	**GPC**	**$200/Monthly**
	Mole/Gopher	**$75/Quarterly**
	Termite Renewal	**$399/Yearly**
Norman North	**GPC**	**$200/Monthly**
	Mole/Gopher	**$75/Quarterly**
Dimensions Academy	**GPC**	**$100/Monthly**
	Mole/Gopher	**$75/Quarterly**

NPS Curriculum Center	**GPC** **Termite Renewal**	**$65/Monthly** **$536/Yearly**
Warehouse	**GPC**	**$104/Monthly**
Transportation Services	**GPC** **Fogging**	**$55/Monthly** **$200/Quarterly**
NPS - Health Service Center	**GPC**	**$55/Monthly**
NPS-Prof.Development Center **2nd floor of Nancy O'Brian**	**GPC**	**$55/Monthly**
NPS- Central Kitchen	**GPC**	**$85/Monthly**
Nancy obrian center	**Termite**	**$299/yearly**
	GPC	**$85/monthly**
Central Service Center	**GPC** **Fogging**	**$65/ Monthly** **$200.00/Quarterly**

Yearly Total **$53,617.00**

ANY ADDITIONAL SERVICES NEEDED WILL BE QUOTED AT THE TIME OF REQUEST.

SECTION 3

The Fine Print

Terms of Agreement

This agreement will be for an original period of **(1)** year, subject to your complete satisfaction with the services performed and the results achieved. Norman Public Schools reserves the right to cancel agreement, shall it not be satisfied with provided services, subject to a thirty-day written notice.

Offer Withdrawal

Terminix offer to perform the services as listed and priced may be withdrawn if not accepted within ninety days.

Price Guarantee

Terminix Guarantees all prices quoted for a minimum of one year unless there is a material change in the specifications requested by you.

Billing

Our terms are payment upon receipt of invoice. For your convenience, Terminix accepts Visa, Mastercard and Discover. We also have the ability to process payments electronically through EFT or other means.

Accounts Payable Information

Accounts Payable Contact: _____

Bill to Name & Address: _____

Telephone # _____ *Fax #* _____

Email Address: _____

Special Requirements ☐*Yes* ☐*No*

If yes, please give detail: _____

_____

ACCEPTANCE

By Terminix: Lovrina Serrano By Client: _____

Title: Service Manager Title: _____
Effective Date: 3/25/2022

Terms and Conditions

1. **EFFFECTIVE DATE/TERM/TERMINATION.** The Effective Date of this Agreement is defined as the date of execution by both parties. The parties agree that the initial Term of this agreement is thirty (30) days commencing on the Effective Date.

2. MATERIALS. (A)The materials used in Terminix pest control service will comply with federal, state, and local laws, and shall be reasonably acceptable to Purchaser. (B)All pest control service shall be performed in accordance with pest control procedures recognized in the pest control industry and scientific community as effective against target pests. (C)Should Terminix perform treatment on this property, Terminix will make available, upon request to the Purchaser, a copy of the manufacturer's specimen label and other state required documents for the pesticide(s)/ termiticide(s) which will be used to treat the above-named property.

3. PURCHASER'S COOPERATION. (A) The Purchaser's cooperation is important to ensure the most effective results from Terminix service. Whenever conditions conducive to the breeding and harborage of pests covered by this contract are reported in writing by Terminix to the Purchaser, and are not corrected by Purchaser, Terminix cannot ensure satisfactory service. (B)If the conditions noted by Schendel are not corrected by Purchaser as required, all guarantees in this agreement shall automatically terminate and be cancelled. Further, additional treatments in areas of such conditions that are not corrected as required shall be paid for by Purchaser as an extra charge.

4. INSURANCE. Terminix will furnish a Certificate of Insurance upon request.

5. TERMS OF AGREEMENT. If Terminix fails to comply with terms of this Agreement, Terminix shall be given thirty (30) days after receipt of written notice from Purchaser to correct the problem. If, at the expiration of such thirty (30) days, the unsatisfactory conditions have not been corrected, Purchaser reserves the right to cancel this Agreement. Terminix is not responsible for insect or rodent damage to products or other contents at the premises. This agreement does not provide for control of termites, other wood destroying organisms, or any other pests not specified herein.

6. NOTICE OF CLAIMS, ACCESS TO PROPERTY. Any claim under the terms of this agreement must be made immediately in writing to Terminix Customer Service Center. Purchaser must allow Terminix access to the structures for any purpose contemplated by this Agreement, including but not limited to re-inspections, whether the inspections were requested by the Purchaser or considered necessary by Terminix. The failure to allow Terminix such access, including to the interior of Structures, will terminate Terminix obligations under this Agreement without further notice.

7. **LIMITATION OF LIABILITY, LIMITED WARRANTY. EXCEPT AS PROHIBITED BY LAW, SCHENDEL DISCLAIMS AND IS NOT LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGE, REGARDLESS OF THE BASIS FOR THE CLAIM. THE WARRANTIES OF TERMINIX SPECIFICALLY STATED IN THIS AGREEMENT ARE TERMINIX EXCLUSTIVE WARRANTIES. TERMINIX MAKES NO WARRANTIES NOT EXPLICITLY STATED HEREIN, AND TO THE GREATEST EXTENT PERMITTED BY LAW SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE**.

8. WATER LEAKAGE. Purchaser is responsible for making timely repairs as necessary to stop water leakage in interior areas or through the roof or exterior wall of the Structure as it occurs. Purchaser understands that such leakage may destroy the effectiveness of treatment rendered by Terminix and is conducive to new infestation. Purchaser's failure to make timely repairs will terminate this Agreement automatically without further notice. Terminix shall have not responsibility for infestation or damage in any way associated with a water leakage.

9. ADDITIONS, ALTERATIONS. This Agreement covers the Structures described on the Inspection Graph as of the date of initial inspection. In the event the premises are structurally modified, altered, or otherwise changed, or if soil is removed or added around the foundation, Purchaser will notify Schendel prior to such event and will arrange for an additional inspection. Failure to do so will terminate the Agreement automatically without further notice. The failure of Terminix to notice any such changes does not relieve Purchaser of the obligation set forth in this paragraph.

10. EXISTING DAMAGE. Terminix is not responsible for the repair of either visible damage or hidden damage existing as of the date of this Agreement or occurring prior to the Effective Date of this Agreement. Damage discovered after the Effective Date of this Agreement with no verified live an active infestation present shall be deemed to have been caused before the date. Because damage may be present in areas which are inaccessible to visual inspection, Terminix does not guarantee that the damage disclosed on the Inspection Graph represents all of the existing damage as of the date of this Agreement.

11. DISCLAIMER.

This Agreement does not cover and Terminix will not be responsible for damage resulting from, or services required for:

(1) any and all damage resulting from termites and/or any other wood destroying organisms, except as specifically provided herein.

(2) moisture conditions, including but not limited to fungus and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage.

(3) masonry failure or grade alterations.

(4)inherent structural problems, including but not limited to, wood to ground contacts.

(5)termites entering any rigid foam, wooden or cellulose containing component in contact with the earth and the Structures regardless of whether the component is part of the Structures.

(6)the failure of Purchaser upon notice from Terminix to properly cure at Purchaser's expense any condition which prevents proper treatment or inspection or is conducive to termite infestation.

(7)any other damage cause not specifically covered herein.

This plan does not guarantee, and Terminix does not represent, that pests will not return.

12. LIMITED ASSIGNABLITY. This Agreement is assignable by Purchaser to a new owner of the property for a period of one year after the Effective Date of this Agreement. Thereafter, Purchaser may only assign this Agreement upon written permission from Terminix after its inspection of the property.

13. FORCE MAJEURE. Terminix obligations under this agreement will be terminated if Terminix is prevented from fulfilling its responsibilities under the terms of this agreement by reason of delays in transportation, shortages of fuel and/or materials, strikes, embargoes, fire, floods, quarantine restrictions, earthquakes, hurricanes, or any other act of God or circumstances or other cause beyond the control of Schendel.

14. CHANGE IN THE LAW. Terminix performs its services in accordance with the requirements of law. In the event of a change in existing law as it pertains to the services herein, Terminix reserves the right to revise the service charge or terminate this agreement, at Purchaser's option. If Terminix is unable to

comply with a change in law, Terminix reserves the right to terminate this Agreement upon notice to Purchaser.

17. NON-PAYMENT, DEFAULT. In case of non-payment or default by the Purchaser, Terminix has the right to terminate this agreement and reasonable attorney fees and costs of collection shall be paid by the Purchaser, if Purchaser fails to correct the problem within ten (10) days after Terminix notice of the same.

18. ENTIRE AGREEMENT/SERVERABILITY/CHOICE OF LAW. This agreement constitutes the entire agreement between the parties and no other representations or statements, oral or written, will be binding upon the parties. If any part of this agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this agreement shall remain in full force and effect. This agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to its conflict of laws rules. Venue for arbitration hereunder shall lie in Memphis, TN.

19. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the proceeding sentence shall not apply to the clause entitled "Class Action Waiver."

20. CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

22. TERMINIX MANAGEMENT APPROVAL. Contracts are subject to approval by Terminix management at the branch that will perform the service.

23. STATE SPECIFIC CONDITIONS.

References: