

CITY OF LENOIR CITY, TENNESSE

REQUEST FOR PROPOSALS

2016 Pest Control Services

ISSUE DATE: _____

ISSUED BY: City of Lenoir City, Tennessee
600 East Broadway, Lenoir City, Tennessee 37771
Website : www.lenoircitytn.gov

PROJECT CONTACT: Phone : 865 986-2715 Fax: 865 988-5143
Email: _____

REQUESTS DUE: _____ 2016
____:00 PM Eastern Daylight Time

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Section 1: General Information

1.1 Purpose of RFP

To obtain bids for Insect & Rodent Control Services for the following Lenoir City, TN municipal facilities:

(insert a complete Scope of Services and list of facilities and their location)

1.2 Definitions

Contract - The agreement to be entered into for services between Lenoir City, TN and the vendor who submits the proposal accepted by Lenoir City, TN.

Insect & Rodent Control - The work and provisions described by the Service Contract and all addenda thereto.

RFP – Request for Proposals

Vendor - The person or firm submitting the proposal and/or the person or firm awarded the contract.

1.3 Contract Administrator

The contract awarded as a result of this Request for Proposals shall be under the control and supervision of Lenoir City, TN, City Administrator, or his/her designee.

1.4 RFP Communications

Upon release of this RFP, all vendor communications concerning this information request should be directed in writing to the contact listed below.

Name: Amber Scott, City Administrator

Mailing Address: 600 East Broadway, P.O. Box 445, Lenoir City, TN 37771

Phone: (865) 986-2715

E-mail: _____

1.6 Preliminary Schedule

These dates are estimated and are subject to change by Lenoir City, TN.

EVENT	DATE
Release RFP to Vendors	
Vendor Questions (if any) due	
Proposal Responses Due	
Proposal Evaluation Complete	Week of
Contract Award Date	

1.7 Response Format

Proposals should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFP. Emphasis in the proposals should be on completeness, clarity of content and adherence to required certifications.

1.8 Completeness of Proposal

The vendor must attach the Proposal Form (Form 1) signed by a vendor representative authorized to bind the proposing firm contractually. This statement must identify any exceptions that the vendor takes to Lenoir City, TN’s RFP, or declare that there are no exceptions taken to the RFP. A total bid amount must be included in the designated area at the bottom of the form.

The vendor must attach the Client References Form (Form 2). Additional information may be provided at the discretion of the vendor. Technical literature and elaborate promotional materials, if any, must be submitted separately.

1.9 Proposal Response Date and Location

Proposals must be submitted to Lenoir City, TN no later than 2016 at :00 pm.
All proposals must be sealed and in an envelope and clearly marked “Proposal for Pest Control Services” (address is listed below). All proposals and accompanying documentation will become the property of Lenoir City, TN and will not be returned. Vendors accept all risks of late delivery of mailed proposal regardless of fault.

RFP Delivery Address: City Administrator, City Hall, 600 East Broadway, Lenoir City, TN 37771

1.10 Vendor’s Cost to Develop Proposals

Costs for developing the proposal in response to the RFP are entirely the obligation of the vendor and shall not be chargeable in any manner to Lenoir City, TN.

Section 2: Terms and Conditions

2.1 Questions Regarding the RFP

Oral interpretations of the RFP specifications are not binding on Lenoir City, TN. Requests for interpretation/clarification of the RFP specification must be made in writing and submitted no later than _____ 2016 at :00 pm.

2.2 RFP Amendments

Lenoir City, TN reserves the right to request that any respondent clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

Lenoir City, TN reserves the right to change the RFP schedule or issue amendments to the RFP at any time. Lenoir City, TN also reserves the right to cancel or re-issue the RFP. All such addenda will become part of the RFP. It is the vendor's responsibility to check Lenoir City, TN's web site www.lenoircitygov.com for the issuance of any amendments prior to submitting a bid.

2.3 Withdrawal of Proposal

Proposals may be withdrawn at any time prior to the submission time specified in Section 1.09, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

2.4 Rejection of Proposals

Lenoir City, TN reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of Lenoir City, TN.

2.5 Proposal Modification and Clarifications

Modification of a proposal already received will be considered only if the request is received prior to the submittal deadline. All modifications must be made in writing, executed and submitted in the same form and manner as the original proposal.

2.6 Proposal Validity Period

Submission of a proposal will signify the vendor's agreement that its proposal and the contents thereof are valid for _____ days following the submission deadline unless otherwise agreed to in writing by both parties. The proposal will become part of the contract that is negotiated between Lenoir City, TN and the successful vendor.

2.7 Proposal Signatures

1. An authorized representative must sign the proposal, with the vendor's address and telephone information provided. Unsigned proposals will not be considered.
2. If the proposal is made by an individual, the name, mailing address and signature of the individual must be shown.

3. If the proposal is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
4. If the proposal is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.
5. Lenoir City, TN reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.

2.8 Non-Discrimination

During the performance of this contract, the vendor shall not discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age or the presence of any sensory, mental or physical handicaps in employment or application for employment or in the administration or delivery of services or any other benefits under the contract except to the extent permitted by bona fide occupation qualifications.

2.9 Insurance Requirements

Lenoir City, TN will require the selected vendors to comply with the insurance requirements as listed in Attachment "B". Questions regarding insurance requirements may be discussed with Lenoir City, TN.

2.10 Compliance Requirements

The vendor awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to protection of public and employee safety and health; environmental protection by waste reduction and recycling; the protection of natural resources; permits; fees; licenses; taxes; and similar subjects. A business license is required from the local jurisdiction of each location.

2.11 Ownership of Documents

Any reports, studies, conclusions and summaries prepared by the vendor shall become the property of Lenoir City, TN.

2.12 Hold Harmless

The vendor shall hold harmless, defend, and indemnify Lenoir City, TN and Lenoir City, TN's officers, agents, and employees against any liability that may be imposed upon them by reason of the vendor's failure to provide worker's compensation coverage or liability coverage.

Section 3: Requested Services

3.1 Duration of Contract

Lenoir City, TN anticipates the service period to be from _____ 2016 through _____, 201_____.

3.2 Vendor Information

The forms referenced below must be submitted with the vendor proposal. Please mark those areas that do not apply to your proposal with an N/A. Do not leave any space blank.

3.3 Performance Expectations

If the vendor has had a contract terminated for default during the past five (5) years, all such incidents must be disclosed. "Termination for default" is defined as notice to stop performance due to the vendor's non-performance or poor performance, and the issue was either (a) not litigated; or (b) litigated and such litigation determined the vendor to be in default.

Submit full details of all terminations for default experienced by the vendor during the past five (5) years, including the other party's name, address and telephone number. Present the vendor's position on the matter. Lenoir City, TN will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the vendor.

If the vendor has experienced no such termination for default in the past five (5) years, so declare.

If the vendor has had a contract terminated for convenience, non-performance, non-allocation of funds or any other reason, which termination occurred before completion of the contract, during the past five (5) years, describe fully all such terminations, including the name, address and telephone number of the other contracting party.

3.4 Scope of Services

A. Responsibilities

1. The vendor shall furnish all labor, tools, specialized equipment, material, supplies, supervision and transportation to perform Insect & Rodent Control services as specifically outlined in this section.
2. The vendor shall ensure that employees comply with all Lenoir City, TN and State of Tennessee regulations and practices.
 - a. Vendor shall have proper certifications/licenses.
3. The Contract Administrator or appointed representative shall inspect work performed by the vendor on a regular basis. In the event of work

performance deficiencies, the Contract Administrator shall notify the vendor. Notification may be verbal or written.

4. The vendor shall establish a monthly schedule. The maintenance shall be scheduled on day(s) and time(s) as mutually agreed upon by Lenoir City, TN and the vendor.
5. Smoking shall not be permitted in any Lenoir City, TN Building or on Lenoir City, TN grounds.
6. The vendor shall report any damage or potential hazard involving facility property immediately to the Contract Administrator during normal business hours.
7. Incidents, altercations or accidents shall be reported to the Contract Administrator in a timely manner. The Contract Administrator, at his/her discretion, may require a written report from the vendor describing the incident or accident.

B. Equipment and Supplies

1. The vendor shall furnish all tools, material, supplies and equipment to perform Pest & Rodent control services. Pest & Rodent control shall be accomplished in the most economical and environmentally safe means possible.

C. Waste/Materials Disposal

1. The vendor shall select his/her own sites for disposal of debris and unsuitable materials collected under the conditions of the contract. In no case shall debris and unsuitable materials be disposed upon Lenoir City, TN property or any property contiguous thereto.
2. The vendor is solely responsible for any and all damages, fines or penalties for improper disposal of waste material, and for any other actions which he/she performs. The vendor holds Lenoir City, TN faultless and free from liability for any and all damages and costs incurred as a result of the vendor's actions.
3. It shall be the responsibility of the vendor to pay all fees and costs incurred in the disposal of waste material.

D. Maintenance Task I: Monthly Control Measures & Maintenance Inspections

Expand this list to include the services desired

1. Monthly Maintenance shall include the following that apply: (Not All Inclusive)
 - Inspection of facility exterior for Pest Points of Entry.
 - Crawlspace inspection
 - Yard & Grounds Inspection
 - Facility Practices that may be pest problem sources
 - Pest Control

- Spider Treatment
- Rodent bait stations, Glue Boards, Traps etc.
- General Perimeter Spraying
- Other Problem Areas as Necessary

E. Locations and Specific Scope of Services

1. Provide Pest & Rodent control services to these facilities:

Section 4: Proposal Evaluation

4.1 Evaluation Procedures

Proposals will be evaluated by Lenoir City, TN. Lenoir City, TN on the basis of cost, completeness of a vendor's proposal and how well the proposal meets the needs of Lenoir City, TN. A contract will be awarded based upon the following criteria: price quote and the vendors demonstrated ability to provide rodent & pest control services.

4.2 Contract Award and Execution

Lenoir City, TN reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the vendor can offer.

Lenoir City, TN shall not be bound or in any way obligated until both parties have executed a contract.

The general conditions and specification of the RFP and the successful vendor's response, as amended by Contract between Lenoir City, TN and the successful vendor, including e-mail or written correspondence relative to the RFP, will become part of the contract documents. Additionally, Lenoir City, TN will verify vendor representations that appear in the proposal. Failure of a vendor to perform services as represented may result in elimination of the vendor from further competition or in contract cancellation or termination.

The vendor selected as the apparently successful vendor will be expected to enter into a contract with Lenoir City, TN. A sample of Lenoir City, TN contract is provided in Attachment "C". Please review the sample contract prior to submitting a proposal. These documents are for information purposes only and are not part of the submittal requirements.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiations of the final contract.

If the selected vendor fails to sign the contract within five (5) business days of delivery of the final Contract, Lenoir City, TN may elect to cancel the award and award the Contract to the next-highest ranked vendor.

Any costs associated with the preparation of this proposal are not chargeable to the proposed contract.

**Request for Proposals
Pest Control Services for Lenoir City, TN**

BID FORM (1)

To: Lenoir City, TN

From: Vendor Name _____

Vendor Address _____

City, State, Zip Code _____

Telephone Number _____

E-mail Address _____

1. Response:

The undersigned hereby certifies that he/she has read the requirements and specifications for providing insect & rodent control services in accordance with Lenoir City, TN's Request for Proposal; thoroughly understands the same; and proposes to meet or exceed the specifications.

2. Exceptions

Except as noted below, the undersigned hereby agrees to comply with all the terms and conditions put forth in Lenoir City, TN's Request for Proposal.

No Exceptions

3. Bid Amount (Monthly Preventative Maintenance)

Please provide a breakdown for insect & rodent control services at each station, providing a total at the bottom.

City Hall \$ _____

Location 2 \$ _____

Location 3, etc \$ _____

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SUBTOTAL \$ _____

TOTAL PRICE \$ _____

Signed: _____ Dated: _____ Title: _____

PROPOSAL DUE DATE/TIME: _____ 2016 at _____ :00 pm

Form #2
Client Reference

Reference #1

Reference Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Reference #2

Reference Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Reference #3

Reference Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

"ATTACHMENT B"
Insurance Requirements

Insurance against claims for injuries to persons or damage to property arising out of or in connection with the performance of this Agreement by Contractor, its officers, employees and agents:

Minimum Insurance

- A. Automobile Liability Insurance with limits no less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
- B. Commercial General Liability Insurance written on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.
- C. Stop Gap/Employers Liability coverage with limits not less than \$1,000,000 per accident disease.
- D. Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Tennessee.

Verification of Coverage

Before commencing work and services, Contractor shall provide to Lenoir City, TN the Certificate of Insurance evidencing the required insurance. Lenoir City, TN reserves the right to request and receive a certified copy of all required insurance policies.

Self-Insured Retentions

Any payment of deductible or self-insured retention shall be the sole responsibility of Contractor. Lenoir City, TN and its members shall be named as additional insureds on the Commercial General Liability Insurance Policy, with regard to work and services performed by or on behalf of Contractor, and a copy of the endorsement naming Lenoir City, TN and its members as additional insureds shall be attached to the Certificate of Insurance.

Other Provisions

The insurance policies (1) shall state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) shall be primary insurance with regard to Lenoir City, TN and its members; and (3) shall state that Lenoir City, TN will be given at least 30 days' prior written notice of any cancellation, suspension or material change in coverage.

Attachment "C"

SAMPLE CONTRACT

MAINTENANCE SERVICES CONTRACT

THIS AGREEMENT is entered into the date last below written between LENOIR CITY, TN and _____(contractor)

1. WORK BY CONTRACTOR

The Contractor shall perform the work described in the Scope of Work, which is attached hereto as Attachment "A" and by this reference is incorporated herein.

2. TERM OF CONTRACT

A. The term of this Contract shall be from _____ to _____.

3. PAYMENT

A. Lenoir City shall pay the Contractor for such services:

Fixed Sum: A total amount of \$_____, to be paid (detail how you want to pay the total cost per invoice submitted (i.e. monthly, quarterly, etc.)

B. Contractor shall submit invoices to Lenoir City monthly for payment for work performed to the date of the invoice.

C. Lenoir City shall pay all invoices from the Contractor by mailing a check within 30 days of receipt of a properly completed invoice.

- D. If during the course of the Contract, the work performed does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of this Contract. Lenoir City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

4. RESPONSIBILITY OF CONTRACTOR

- A. **Safety.** Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or unusual hazards.
- B. **Warranty.** Contractor shall be responsible for correcting any deficiencies and for completing all the work as described.
- C. **Nondiscrimination/Equal Protection.** Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age or handicap, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contractor setting for the provisions of the nondiscrimination clause.
- D. **Employment.** Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of Lenoir City. Any and all claims that may arise under the Workers Compensation Act on behalf of said employees, while so engaged, and all claims made by a third party as consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged in any of the work or services provided or rendered herein, shall not be the obligation of Lenoir City.

5. COMPLIANCE WITH LAWS

- A. The Contractor shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract.
- E. Any violation of the provisions of this Paragraph 5 shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by, in whole or in part, and may result in ineligibility for further work for Lenoir City.

6. TERMINATION OF CONTRACT

- A. Lenoir City may terminate this Contract and finish the work by whatever methods it may deem

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Pest Control Services for Lenoir City, TN**

expedient, by giving 10 days written notice to the Contractor.

- F. In the event this Contract is terminated by Lenoir City. Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in Attachment A is satisfactorily completed, as scheduled, up to the date of termination.

7. OWNERSHIP OF DOCUMENTS

- A. On payment to the Contractor by Lenoir City, TN of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by Lenoir City, TN under this Contract shall become the property of Lenoir City, TN and shall be forwarded to Lenoir City, TN upon its request.

8. CLAIMS

Any claim against Lenoir City, TN for damages, expenses, costs or extras arising out of the performance of this Contract must be made in writing to Lenoir City, TN within thirty (30) days after the discovery of such damage, expense or loss, and in no event later than the time of approval by Lenoir City, TN for final payment. Contractor, upon making application for final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.

9. GENERAL ADMINISTRATION AND MANAGEMENT

The City Administrator of Lenoir City, TN, or designee, shall be Lenoir City, TN's representative, and shall oversee and approve all work to be performed, coordinate all communications, and review and approve all invoices, under this Contract.

10. HOLD HARMLESS

- A. The Contractor shall protect, defend, indemnify and save harmless Lenoir City, TN and its members, officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Contractor. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents.
- B. Lenoir City, TN and its members shall protect, defend, indemnify and save harmless the Contractor, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of Lenoir City, TN and its members, officers, employees or agents in performing this Contract. Lenoir City, TN agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents.

11.INSURANCE

The Contractor shall maintain insurance as set for in Attachment B.

12. SUBLETTING OR ASSIGNING OF CONTRACTS

Neither Lenoir City, TN nor the Contractor shall assign, transfer, or encumber any rights, duties or interest accruing from this Contract without the express prior written consent of the other.

13. INDEPENDENT CONTRACTOR

The Contractor is and shall be at all times during the terms of this Contract an independent contractor and not an employee of Lenoir City, TN.

14. EXTENT OF CONTRACT/MODIFICATION

This Contract, together with the attachments and/or addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended, modified or added to only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Contract as of _____, 2016.

CONTRACTOR

LENOIR CITY, TN

By: _____

By: _____

Printed Name _____

Printed Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Address: _____

City/State/Zip: _____

Tax ID#: _____

Phone Number: _____