

Pest Control Invitation to Bid Questions & Responses Johnson County, TN #1

1. Are rodents not covered under this contract? section 4:10 & 4:11

Response: Rodent Control as an ongoing service is not being factored into this Invitation to Bid as part of the requested services. Johnson County and its general maintenance staff intend to mitigate minor rodent issues utilizing readily available rodent control products. As part of the anticipated contract, Johnson County reserves the right to add services as needed. If Johnson County is unable to control minor rodent issues (if any are ever present), or if issues ever arise that are too complex for County maintenance staff, the contracted vendor would be consulted to determine appropriate control methods that may be needed and their anticipated cost to implement. Prior to the measure being implemented, the County Purchasing Agent must approve any change orders to the services being provided based upon urgency and/or funds availability.

2. Cost per hour for special services? This could vary greatly depending upon products and equipment necessary for the work. For instance, bed bug products are very expensive as are rodent baiters. Also, services like bat exclusion may require the use of man lifts and special materials.

Response: The intent of this question is to determine base hourly rates for labor for possible extra services and not necessarily the cost of the service being provided, as stated those would be determined based upon possible control methods and severity. Though this cost per hour is not intended to be part of the bid price that you will submit on page 12 for services being requested under this Invitation to Bid, it does however provide information to help Johnson County determine potential costs if additional services are ever requested that are not covered under this initial bid. Essentially, if you do or do not provide this information, it will not influence the bid prices submitted on page 12, but may however impact how Johnson County reviews vendors as being responsive and responsible vendors in their bid submission. Johnson County may request a justification to cost/price submissions to determine applicability to current market conditions. (Example: Stating that your base hourly cost is \$1,000.00/per hour would raise questions as to a vendor being a responsible vendor or not, when other bid submissions show hourly costs as being a fraction of others pricing.)

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3. Under insurance requirements, what is the difference between employer liability and general liability? Also, all my insurance should be sufficient except maybe my auto limits. Should this even be a requirement for pest control?

Response: Unfortunately, since I am not a licensed insurance agent, I am not able to elaborate on the differences between one type of insurance or another. I can however explain that Johnson County desires (when applicable) to ensure that all Vendors maintain certain insurance thresholds under these contractual requests while doing business with Johnson County. I have reviewed other Certificates of Insurance coverage limits from vendors of similar services. The coverage limits that have been requested at part of this invitation to bid do appear to be standard limits for commercial insurance other vendors have submitted. This also includes auto liability coverages. Johnson County views that Vendors that arrive with or use vehicles as part of their service need to have auto liability coverage for situations falling under that coverage umbrella arise while on County property. I cannot tell you what your legal requirements for insurance coverage needs to be as a business owner, but only request proof that you hold insurance coverage as requested. These coverages and limits may or may not be beyond what you are legally required to hold as a business owner. It is only a requirement so much as to ensure as best as possible that the vendor can cover any liability arising under this service and that the tax payers trust is kept knowing the County is attempting to avoid unnecessary expenditures due to a vendor's uninsured or underinsured liability coverages.

4. The term of the contract says 5 years. Is there any provision for increasing the price during the term? In the last 2 years my products have increased in price by 25% on average.

Response: Johnson County has amended the following section 3.16 on Page 7 of the original Invitation to Bid documents. Attached is a copy of the amended page to replace the old page 7.

"PRICING: Vendors are to quote a firm fixed price(s) for the services noted herein. These quoted prices shall remain valid for the first twenty-four (24) months of the contract. After the initial twenty-four (24) months of the contract term and only once per year at least sixty (60) days prior the next contract year or the beginning of any subsequent renewal terms after the initial five (5) year contract, the vendor may request a price increase for the next term year. Detailed proof of price increase must be supplied to the Johnson County Purchasing Department. Detailed information of the increase request shall include written justification for this request from the vendor and invoice copies showing proof of price increases paid for by the vendor of the products used during the services provided under this contract. The County Purchasing Agent will determine if submitted requested price increase justification documents suffice and show just cause for the Vendor to increase prices. Johnson County reserves the right to accept or reject the requested price increase. If the price increase is rejected by Johnson County the vendor may:

- Continue with existing prices from the prior term.
- Move to terminate any remainder of the original contract or not renew for an extended term.
- Request a lower price increase be reviewed by Johnson County."



JOHNSON COUNTY PURCHASING DEPT.

211 North Church Street
Mountain City, Tenn. 37683
423-727-7861

DUSTIN SHEARIN
PURCHASING AGENT

November 18, 2022

Pest Control Invitation to Bid Amendments #2

Johnson County has amended the following section 3.16 on Page 7 of the original Invitation to Bid documents. Attached is a copy of the amended page to replace the old page 7.

“PRICING: Vendors are to quote a firm fixed price(s) for the services noted herein. These quoted prices shall remain valid for the first twenty-four (24) months of the contract. After the initial twenty-four (24) months of the contract term and only once per year at least sixty (60) days prior the next contract year or the beginning of any subsequent renewal terms after the initial five (5) year contract, the vendor may request a price increase for the next term year. Detailed proof of price increase must be supplied to the Johnson County Purchasing Department. Detailed information of the increase request shall include written justification for this request from the vendor and invoice copies showing proof of price increases paid for by the vendor of the products used during the services provided under this contract. The County Purchasing Agent will determine if submitted requested price increase justification documents suffice and show just cause for the Vendor to increase prices. Johnson County reserves the right to accept or reject the requested price increase. If the price increase is rejected by Johnson County the vendor may:

- Continue with existing prices from the prior term.
- Move to terminate any remainder of the original contract or not renew for an extended term.
- Request a lower price increase be reviewed by Johnson County.”

Due to these amendments and to allow enough time for you to review, I will also be extending the bid submission deadline to December 6th, 2022 at 2:00 P.M. EST (Using the Purchasing Agents Clock). Further questions must still be submitted no later than 2:00 p.m. on November 21st, 2022.

For any questions that may arise, please contact Dustin Shearin at 423-727-7861.

Thanks!

Dustin Shearin
Johnson County Purchasing Agent

- 3.14 OPEN BID INTENDED:** It is the intent and purpose of Johnson County Purchasing Agent that this Invitation for Bid promote competitive pricing. It shall be the BIDDERS responsibility to advise the Purchasing Agent, if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Invitation for Bid. Such notification must be submitted in writing and must be received by the Purchasing Agent no later than **2:00 p.m. on November 21st, 2022**. You may submit the concerns & questions by email to purchasing@johnsoncountyttn.gov.
- 3.15 PRICE REDUCTIONS:** By submitting a bid in response to this solicitation, Contractors agree to guarantee that Johnson County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Johnson County shall reserve the right to take any or all of the following actions:
- 3.15.1** Cancel the Contract.
 - 3.15.2** Determine the amount which Johnson County was overcharged and submit a request for payment from the Contractor for that amount.
 - 3.15.3** Take the necessary steps to collect any performance surety provided on the applicable contract.
 - 3.15.4** Johnson County will be responsible for the monitoring and collection of any forfeitures resulting in violations of price reductions.
- 3.16 PRICING:** Vendors are to quote a firm fixed price(s) for the services noted herein. These quoted prices shall remain valid for the first twenty-four (24) months of the contract. After the initial twenty-four (24) months of the contract term and only once per year at least sixty (60) days prior the next contract year or the beginning of any subsequent renewal terms after the initial five (5) year contract, the vendor may request a price increase for the next term year. Detailed proof of price increase must be supplied to the Johnson County Purchasing Department. Detailed information of the increase request shall include written justification for this request from the vendor and invoice copies showing proof of price increases paid for by the vendor of the products used during the services provided under this contract. The County Purchasing Agent will determine if submitted requested price increase justification documents suffice and show just cause for the Vendor to increase prices. Johnson County reserves the right to accept or reject the requested price increase. If the price increase is rejected by Johnson County the vendor may:
- 3.16.1** Continue with existing prices from the prior term.
 - 3.16.2** Move to terminate any remainder of the original contract or not renew for an extended term.
 - 3.16.3** Request a lower price increase be reviewed by Johnson County.
- 3.17 RECORDS:** Vendor will maintain records of items and quantities purchased by Johnson County and make them available on request.
- 3.18 REMOVAL OF VENDORS EMPLOYEES:** The successful vendor(s) agrees to utilize only experienced responsible and capable people in the performance of the work. Johnson County may require that the successful vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Johnson County. The Johnson County Sheriff's Department reserves the right to restrict entrance or remove any person from both secured and non-secured areas of the Johnson County Jail with or without explanation of cause.
- 3.19 SAFETY DATA SHEETS (SDS):** As part of our efforts to comply with the OSHA Hazardous Chemical Communication Law (1910.1200), each vendor must furnish, the most current Safety Data Sheets (SDS) for all chemical products that you are bidding on. If, however, the material is non-hazardous, then a letter or statement should accompany the bid indicating the same. To accompany the SDS sheets, Vendor shall provide a list of which chemicals are to be used at all awarded locations.

Submit the SDS Sheets to:

Johnson County Safety Officer
Attn: Karen Manuel
208 College Street
Mountain City, TN 37683