

Roane County is requesting proposals for the good(s) and/or service(s) listed below, subject to the terms and conditions of the Request for Proposal (RFP), the accompanying specifications, and the Roane County Purchasing Manual. If this is a request for services, disregard any reference to product information.

At the appointed time proposals will be publicly opened in the office of the Roane County Purchasing Agent at the address below. Proposals arriving in the Purchasing Department past the appointed date and time will be considered late and will not be opened.

Deliver Proposals To:

ROANE COUNTY PURCHASING DEPARTMENT
200 EAST RACE STREET, SUITE #3
KINGSTON, TENNESSEE 37763

**Proposal Number: 1010-All Funds
PEST CONTROL SERVICE**

Open Date & Time: MAY 25, 2021 at 2:00 p.m. (Eastern Time Zone)

The Proposal Envelope must show the Proposal Number, Name & Opening Date.

PURCHASING CONTACT INFORMATION

Lynn Farnham, CPPO, CPPO
Purchasing Agent
Phone: 865-376-4317
Fax: 865-376-4318
Email: lynn.farnham@roanecountytn.gov

GENERAL TERMS & CONDITIONS

- 1) Attached are instructions and conditions for submitting a proposal for Roane County Government. The objective of this proposal is to select suppliers in such a manner as to provide for open and free competition and comparability.

PROPOSAL PREPARATION & SUBMISSION

1. All proposals shall be in accordance with the instructions to proposers and specifications included in this RFP. Specifications are intended to be open and non-restrictive.
2. The use of the name of a manufacturer, brand, model or make used in describing an item does not restrict the proposer to that manufacturer. Others will be considered if they meet or exceed the items specified. When an alternate manufacturer, brand, model or make will be proposal, five (5) days prior to the proposal the proposer must submit documents to the Purchasing Agent, for evaluation of the product. Roane County will determine if the item does meet or exceed the item as specified.
3. It shall be the sole responsibility of the proposer to make certain that all proposals in proper form are submitted to the Purchasing Department as described below.
4. All original forms must be signed by a person with authority to bind the proposal. The proposal must be sealed in an envelope that is labeled according to the directions stated below.
5. On the outside of the envelope/package mark the proposal as follows:
 - Vendor Name & Address
 - Proposal Number
 - Proposal Date & Time

6. The proposal must then be in a sealed envelope/package mailed or delivered to the following address:

Roane County Purchasing Department
200 East Race Street, Suite #3
Kingston, Tennessee 37763

Please note that Roane County does not receive a guaranteed delivery time for express mail and/or packages; please mail accordingly.

7. Sealed written proposals will be received at the time and place specified on the RFP. Postmark on the proposal by this date will not suffice. Proposal must be received on or before the date and time stated. Faxed proposal documents will not be accepted.

LATE RECEIPT OF THE PROPOSAL

1. The proposal and modifications or withdrawals thereof received after the time set for opening will not be considered, unless they are received before the award is made and it is determined by Roane County that failure to arrive on time was due solely to a delay in delivery for which the proposer has no responsibility.
2. Proposals must be in the Purchasing Department prior to or at 2:00 p.m. sharp on the appointed date. No proposals will be accepted past 2:00 p.m. (02:00:01 is considered late) Time will be determined by the official NIST US time.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

1. It is the responsibility of the proposer to review the entire RFP document and to notify the Purchasing Agent if the RFP is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested.
2. Pursuant to TCA §12-4-126, questions regarding the specifications or proposal procedures must be received by the Purchasing Agent and/or designer no less than ninety-six (96) hours before the bid opening date. No addenda will be issued within less than forty-eight (48) hours of the bid opening day, excluding weekends and legal holidays designated in §15-1-101 unless the proposal opening is extended for a reasonable time as determined by the Purchasing Agent, which shall not be less than forty-eight (48) hours excluding weekends and legal holidays designated in §15-1-101, to allow for any necessary changes to the RFP documents and to allow responders to resubmit their responses accordingly.
3. Any questions concerning this RFP are to be in writing either by fax or email to the Purchasing Department. Questions will be answered via addenda. Information obtained from any office other than the Purchasing Office is not to be considered binding.

PROPOSAL OPENING & ACCEPTANCE OF PROPOSAL

1. Proposal pricing will be read aloud at the discretion of the Purchasing Agent. Proposals will also be examined for compliance with specification and conditions outlined in the proposal document.
2. Consideration will be given to all proposals properly submitted. Proposals will receive appropriate confidentiality before awarding. Upon award, proposal documents and tabulations will be available for review. Errors discovered after public opening cannot be corrected, and the proposer will be bound to honor proposal as submitted.
3. The contract will be awarded in writing to the most responsive proposer whose proposal conforms best to the RFP will be most advantageous to Roane County. The evaluation of criteria, cost, and other factors will be taken into consideration. It is the intent of Roane County to involve and utilize the best product/services at the best prices and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunity to do business with the county. However, currently there are no set asides for small or minority firms.
4. Roane County reserves the right to accept or reject any or all proposals and to waive informalities and minor irregularities in the proposals received. All proposers will be notified in writing of the proposal award generally within ten (10) days of proposal opening unless unforeseen circumstances arise or special conditions exist.

EVALUATION REVIEW

1. Roane County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best-evaluated proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Roane County shall have sole responsibility for determining a reliable source. Roane County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Roane County.
2. Evaluation criteria will be determined on each RFP.

PROTEST PROCEDURE

1. If a prospective vendor does not agree with the proposal award, they have the right to protest. Disputes arising from the award of this proposal must be submitted in writing to the Roane County Purchasing Department no later than seven (7) days from date of proposal award. The steps for dispute resolution may include:
 - A meeting with the Purchasing Agent, the requisitioning department's manager and representatives from the disputing party to discuss and resolve the complaint.
 - Information from the aforementioned meeting will be forwarded to the County Attorney for review.
 - A written decision letter stating the reasons for the decision will be prepared by the Purchasing Agent and submitted in writing to the protestor and all parties involved.
 - Purchases will not be allowed under this procurement until a final decision is rendered.
 - In the event that purchases must be made before a final decision is rendered, the emergency purchase procedures will be used.

FUTURE PURCHASES – BID RENEWAL

1. Unless otherwise noted, Roane County reserves the right to purchase goods or services for one year from the date of the award of the contract at the same price and terms and conditions. Further, Roane County reserves the right to renew all aspects of the bid one (1) year at a time for and additional one (1) year based on the same price and terms and conditions unless otherwise noted. There is no guarantee that that this contract will be considered for renewal.

APPROPRIATION

1. In the event no funds are appropriated by Roane County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

INSURANCE

1. The contractor will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, from claims for damages resulting from bodily injuries and damage to their property, for Bodily Injury and Property Damage Liability in the amount of no less than \$1,000,000, for Products and Completed Operations Liability of no less than \$1,000,000 and from claims for damage to any Roane County property. Additional insurance requirements may be listed any Special Terms & Conditions or in the Bid Specifications. This insurance company shall have a Best's rating of A or better. Any deviations from the above requirements must be disclosed in the bid submission.
2. The successful bidder shall furnish a Certificate of Insurance issued by their insurance company showing that Roane County as an additional insured. Carrier will assume full common liability of all shipments.

COMPLIANCE WITH ALL LAWS

1. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

GOVERNING LAW

1. This contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Roane County, Tennessee. The Courts in Roane County shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

BUSINESS LICENSES

1. Proposing firms located in Tennessee are required to have a current business license issued by the State of Tennessee at the time the bids are submitted. Vendors located outside Tennessee are required to obtain a business license issued by the State of Tennessee in Roane County if the project is over \$50,000.

INDEMNIFICATION/HOLD HARMLESS

1. Contractor shall indemnify, defend, save and hold harmless all departments of Roane County Government and/or the Roane County Board of Education, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, supplier, agents or employees or due to any negligent act or occurrence or any omission or commission of the contractor, its subcontractors, suppliers, agents or employees until the contract terminates.

VENDOR PERFORMANCE

1. If the contractor fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Roane County may terminate this contract, in whole or in part, and may consider such failure or noncompliance a Breach of Contract. Contractors with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any contractor with continued poor performance will be removed from the potential vendor list for one year.
2. Roane County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Roane County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Roane County reserves the right to purchase its requirements elsewhere, with or without competitive proposal.

BREACH OF CONTRACT

1. A party shall be deemed to have breached the contract if any of the following occurs:
 - Failure to provide products or services that conform to contract requirements.
 - Failure to maintain/submit any report required hereunder.
 - Failure to perform in full or in part any of the other conditions of the contract.
 - Violation of any warranty.

CONTRACT TERMINATION FOR CAUSE

1. If the contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the contractor violates any terms of this contract, the county shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.
2. In the event the contract is terminated for due cause by the county, the county shall have the option of awarding the contract to the next lowest proposer or proposing again.

CONTRACT TERMINATION FOR CONVENIENCE

1. The county may, by written notice to the contractor, terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the county. The county must give notice of termination to the vendor at least thirty (30) days prior to the effective date of termination. The contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the county be liable to the contractor for compensation for any service which has not been rendered. Upon such termination, the vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

BOOKS AND RECORDS

- The contractor shall maintain all books, documents, accounting records and other evidence pertaining to the services provided under this contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by county or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent delivering the services governed by this agreement.

INVOICES AND PAYMENTS

1. Payment will be made within 30 days after receipt of invoice and/or delivery of items included in this Request for Proposal, whichever is later.
2. Roane County Government is not subject to taxation. A tax exemption certificate will be provided upon request.

NONDISCRIMINATION AND NON-CONFLICT STATEMENT

1. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such nondiscrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
2. Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest; that would conflict in any manner with the provision of its goods or performance of its services. The contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Roane County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
3. No employee or member of the Roane County's governing bodies shall participate in the selection or award of a contract if a conflict of interest, real or apparent, would be involved.
4. Officers, employees or officials of the Roane County Government shall neither solicit nor accept gratuities, favors or anything of more than nominal monetary value from vendors or parties to subcontracts.

IRAN DIVESTMENT ACT

1. The enclosed Iran Divestment Act form must be signed and notarized and included in the bid packet. In the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

REGULATION COMPLIANCE

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.360-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319](#), 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Clean Air Act ([42 U.S.C. 7401- 7671q 7401-7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251- 1387 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401- 7671q 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251- 1387 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act ([42 U.S.C. 6201](#)).

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 ([3 CFR part 1986](#) Comp., p. 189) and 12689 ([3 CFR part 1989](#) Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

It is the intent of Roane County to involve and provide small and minority firms, women’s business enterprises and labor surplus area firms with increased opportunities to do business with the county. However, currently there are no set asides for small or minority firms.

ACTIONS IN THE EVENT OF A BREACH

Upon the occurrence of any event of breach, the School system may take any one, or more, or all, of the following actions:

1. Give the Vendor a written notice of the breach requiring it to be remedied within thirty (30) days from the date of the notice, unless another time line is specified; and if the event of breach is not remedied within the time limit, terminate this contract with notice provided to the Vendor;
2. Give the Vendor a written notice specifying the event of breach and suspending all payments to be made under this contract and ordering that the portion of the contract price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the School System(s) determines that the Vendor has cured the breach, shall never be paid to the Vendor;
3. Set off against any other obligation the School System(s) may owe to the Vendor any damages the School System(s) suffers by reason of any event of breach;
4. Treat the contract as materially breached and pursue any of its remedies at law or in equity, or both.

CODE OF CONDUCT

Regulations: 2CFR Part 200.318, State Procurement Code and Regulations, Roane County Department of Purchasing, and the Roane County School District seeks to conduct all procurement procedures in compliance with stated regulations and to prohibit conflicts of interest and actions of employees engaged in the selection, award and administration of contracts.

No employee, officer or agent may participate in the selection, award or administration of a contract supported by a Federal, State or local award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible person benefit from a firm considered for a contract.

The officers, employees and agents of the non-Federal entity may neither solicit not accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. Penalties for violation of the code of conduct of named School Nutrition Program should be: reprimand or dismissal by the Director of Schools and the Board of Education, and/or any legal action necessary.

“In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

Mail:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
Fax: (202) 690-7442
Email: program.intake@usda.gov.

Roane County is an equal opportunity provider.

ASSURANCE STATEMENT

The vendor hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and

the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

USDA NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form, \(AD- 3027\) found online at: https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint](https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;
2. fax: (202) 690-7442; or
3. email: program.intake@usda.gov.

This institution is an equal opportunity provider.

**1010-AF – PEST CONTROL SERVICE
VENDOR INFORMATION SHEET**
(Please fill out completely)

By completing and signing this form you certify that you are an authorized representative of the company for which you are submitting a bid/proposal and that you have the authority to legally bind your company. Further, by completing and signing this form you certify that you agree to all the terms and conditions of this bid/proposal.

1. Vendor Name _____

2. Address _____

City _____ State _____ Zip Code _____

3. Contact Person (Please Print) _____

4. Telephone Number _____ Fax Number _____

5. Vendor's e-mail address _____

6. Authorizing Signature _____

7. Title of Person Signing Bid _____

8. If addenda were issued, please acknowledge the receipt of: (please write "yes" if you received one)

Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

9. If applicable, please indicate below if discounts will be allowed for prompt payment or if there is not discount offered:

_____ % Net 10 Days; _____ % Net 20 Days; _____ % Net 30 Days; _____ No Discount

COOPERATIVE PURCHASING - Vendors are to indicate if it is permissible for other governmental agencies in the State of Tennessee to purchase these items or services at the same price. Freight charges may be adjusted to reflect differences in delivery costs to other locations. Please indicate the approval of Cooperative Purchasing.

____ Yes ____ No

SCHOOL CONTRACTS ONLY

CRIMINAL HISTORY RECORDS CHECK – Do you agree to comply with Public Chapter 587 of 2007 which requires all contractors to facilitate a criminal history check, including fingerprinting, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee or subcontractor personnel before permitting the employee or subcontractor personnel to have contact with students or enter school grounds?

____ Yes ____ No

**1010-AF – PEST CONTROL SERVICE
NON –COLLUSION, INDEPENDENT PRICE DETERMINATION,
NON-DISCRIMINATION, NON-DEBARMENT & LOBBYING AFFIDAVIT**

I do hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I understand that collusive pricing is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards and that no collusion with another firm was used in preparation of this bid.

I also certify that this firm does not discriminate against any employee or applicant for employment on the grounds of race, color, national origin or sex; and does not and will not maintain or provide for his employees any segregated facilities at any of its establishments, and further, that the firm does not and will not permit their employees to perform their services at any location under this contract where segregated facilities are maintained.

By submission of this bid, the bidder certifies that neither it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

I further certify that during the Invitation to Bid solicitation and/or during the performance of this contract that neither it nor its principals will participate in lobbying activities in conjunction with this project.

I agree to abide by all terms and conditions of this Invitation to Bid and certify that I am authorized to sign this affidavit for the vendor.

Please indicate which of the following apply to your company. This information is requested for information purposes only. Roane County currently has no policy that allows for set asides or preferences for woman owned or minority owned businesses.

African American Owned
 Caucasian Owned
 Native American Owned
 Other Owned

Asian Owned
 Hispanic Owned
 Woman Owned

Signature

Title

IRAN DIVESTMENT ACT COMPLIANCE

The Iran Divestment Act of 2016, effective on July 1, 2016, is codified in Tennessee Code Annotated §12-12-101 *et seq.* The Iran Divestment Act, with certain exceptions, prohibits local governments from entering into contracts with persons or entities engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in Tennessee Code Annotated §12-12-105, a person engages in investment activities in the energy sector of Iran if:

- 1) The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquified natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- 2) The person is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list, created pursuant to §12-12-106, as a person engaging in investment activities in Iran as described in this section.

This Act requires the State of Tennessee’s chief procurement officer to publish on the State’s website a list of persons it determines engaged in investments activities in Iran (the “Prohibited Entities List”).

Any BIDDER that is on the Prohibited Entities List will be ineligible to contract with the COUNTY.

Pursuant to the Act, any BIDDER that attempts to contract with the COUNTY must certify, at the time the bid is submitted, that the BIDDER is not identified on the Prohibited Entities List. A bid shall not be considered for award, nor shall any award be made where the BIDDER fails to submit a signed and verified compliance certification form.

**CERTIFICATION OF COMPLIANCE
IRAN DIVESTMENT ACT**

The undersigned states that he/she has legal authority to swear this on behalf of _____

(Vendor); and that the Vendor is not in any manner in violation of *Tennessee Code Annotated §12-12-101 to §12-12-106.*

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury that to the best of its knowledge and belief that each bidder is not on the list created pursuant to the Iran Divestment Act, Tennessee Code Annotated §12-12-106.

By: _____

Title: _____

Sworn to and subscribed before me, a Notary Public, this _____ day of _____ 20____.

Notary _____ My Commission Expires _____

Vendor Name _____

THIS FORM MUST BE COMPLETELY FILLED OUT, SIGNED & NOTARIZED, & RETURNED IN YOUR BID.

**1010-AF – PEST CONTROL SERVICE
STATEMENT OF QUALIFICATION**

The following statements as to experience and general qualifications of the proposing firm as submitted in conjunction with the Request for Proposal as part thereof and truthfulness and accuracy of information is guaranteed by the proposing firm and included in the evaluation of the proposals.

Name & Address of Proposing Firm:

Telephone _____

Fax Number _____

Number of years proposer has been in this business. _____

Proposing firm must have satisfactorily completed or currently maintained three (3) contracts of similar size in the last five (5) years.

Company _____

Contact Name _____

Telephone _____

Company _____

Contact Name _____

Telephone _____

Company _____

Contact Name _____

Telephone _____

1010-AF – PEST CONTROL SPECIFICATIONS

Roane County is requesting proposals for Pest Control Service for county buildings, schools and school cafeterias, as per the enclosed guidelines.

Roane County reserves the right to add or remove schools from service based on changes due to school construction.

PROPOSAL REQUIREMENTS

1. Each school principal and cafeteria manager must have a contact name and phone number made available to them.
2. Invoices will not be paid unless the service tickets are signed by the designee at each location. There will be no exception to this requirement.
3. Pricing is to be submitted on the enclosed form(s). There are three categories, County Buildings, School Buildings and School Cafeterias. Please price to service each location on a per month basis.
4. Commercial Pesticide Applicator Certificates or Licenses – The contractor shall provide photocopies of State-issued Commercial Pesticide Applicator Certificates or Licenses for every Contractor employee who will be performing on-site service under this contract.

SPECIFICATIONS

1. Contractors are to provide service in a manner which emphasizes the following three fundamentals.
 - A. Prevention – Strives for “built-in” control solutions by concentrating on resources that pests need to enter or live in a particular area. It is a preventive maintenance process that seeks to identify and eliminate potential pest access, shelter and nourishment. It also continually monitors for pests themselves, so that small infestations don’t become large ones.
 - B. Least Toxic Methods – Pesticides are essential to control pests in many situations. However, to minimize both pesticide use and risk through alternate control techniques and by favoring compounds, formulations and application methods that present the lowest potential hazard to humans and the environment.
 - C. Systems Approach – This contract must be effectively coordinated with all other relevant programs that operate in and around a building. Plans and procedures involving design and construction, repairs and alterations, cleaning, waste management, food service, and many other activities should incorporate a pest control perspective whenever possible.
2. All on-site pest control contractor personnel should be Licensed Certified Pesticide Applicators. Persons “working under the supervision” of a Licensed Pesticide Applicator do not meet this standard.
3. All pesticide application in the State of Tennessee is target specific and identified pest and pesticides are to be applied strictly according to the manufacturers label.
4. Pesticide use should always consist of the least hazardous material, most precise application technique, and the minimum quantity of material necessary to achieve control.
5. Pesticides must not be stored on premises.
6. Throughout the term of this contract, the contractor shall be responsible for advising Roane County in writing about any structural, sanitary, or procedural modifications that would reduce pest food, water,

harborage, or access. The contractor shall be responsible for adequately suppressing all pests included in this contract regardless of whether or not the suggested modifications are implemented. The contractor will not be held responsible for carrying out structural modifications as part of the pest control effort. However, minor applications of caulk and other sealing materials by the contractor to eliminate pest harborage or access may be approved by the Roane County representative on an individual case basis. The contractor shall obtain the approval of the Roane County representative prior to any application of sealing material or other structural modification.

7. The contractor shall adequately suppress the following pests:
 - A. Indoor populations of rodents, insects, arachnids and other arthropods.
 - B. Outdoor populations of potentially indoor-infesting species that are within immediate vicinities of specified building entrances.
 - C. Nests of stinging insects within the property boundaries of the specified buildings.
 - D. Singular/small populations of all "excluded" pest populations that are incidental invaders indoors or at or near to entryways of the managed buildings, including winged termite swarms, snakes, birds, etc.
 - E. Bed bugs, lice or other possible infestations that are brought in.
8. The contractor shall perform routine pest control services that do not adversely affect tenant health or productivity during the regular hours of operation in buildings. When it is necessary to perform work outside of the regularly scheduled service time set forth in the Pest Control Plan, the contractor shall notify the Roane County representative at least one day in advance.
9. The contractor shall observe all safety precautions throughout the performance of this contract. All work shall be in strict accordance with all applicable Federal, state and local safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.
10. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel as a direct result of the execution of their work.
11. All contractor personnel working in or around buildings specified in this contract shall wear distinctive uniform clothing. The contractor shall determine the need for and provide any personal protective items required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to the U.S. Occupational Safety and Health Administrations (OSHA) and EPA regulations for the products being used.
12. Vehicles used by the contractor shall be identified in accordance with state and local regulations.
13. On occasion, the owner may request that the contractor perform corrective, special or emergency service(s) that are beyond routine service requests. The contractor shall respond to these exceptional circumstances and complete the necessary work within (4) hours after receipt of the request.
14. The owner's Contract Representative will continue to evaluate the progress of this contract in terms of effectiveness and safety, and will require such changes as are necessary. The contractor shall take prompt action to correct all identified deficiencies.

EVALUATION CRITERIA

Criteria	Weighted Percentage
Pricing: Cost of chargeable items.	55%
Service/Capabilities: Available personnel/equipment resources. Company history & response times.	20%
Experience: Company years in business, company history, & past performance.	20%
References	5%

COMPLIANCE

1. If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Roane County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Roane County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Roane County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Roane County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
2. Roane County does not guarantee any quantities of goods or services to be purchased from of this term Contract. Roane County does not have an exact dollar amount that was procured for these types of goods/services.

TERM OF THE CONTRACT

The term of the contract is for fiscal year beginning July 1, 2021 through June 30, 2022.

BID RENEWAL

Roane County reserves the right to renew all aspects of the bid one year at a time for an additional five (5) years based on a firm fixed price and in accordance with the same Terms & Conditions of the original Request for Proposal. The terms for renewal periods will be from July 1 through June 30. Roane County Purchasing will notify the vendor of their intention to renew this contract prior to June 1 of the proposed renewal year. This renewal is not automatic and will be based on an annual review of the contract.

RFP SUBMISSION CHECKLIST

The following forms are to be included in your proposal. All forms are to be property signed/notarized as indicated.

- 1) Vendor Information Sheet
- 2) Non-Collusion, etc. Affidavit
- 3) Iran Divestment Act Form
- 4) Statement of Qualification
- 5) Price Sheet
- 6) Any other pertinent information describing your company's qualifications.

LOCATION COUNTY BUILDINGS	PRICE PER MONTH	LOCATION SCHOOLS	PRICE PER MONTH	LOCATION SCHOOL CAFETERIAS	PRICE PER MONTH
Adult Probation		Board of Education		Bowers Elementary	
Ambulance-Midtown		Bowers Elementary		Cherokee Middle	
Ambulance-Rockwood		Cherokee Middle		Dyllis Springs	
Ambulance – South 58		Dyllis Springs		Harriman Middle	
Animal Shelter		Harriman Middle		Harriman High	
Codes Enforcement		Harriman High		Kingston Elementary	
Courthouse		Kingston Elementary		Midtown Elementary	
Health Department		Midtown Elementary		Midway Elementary	
Highway Department		Midway Elementary		Midway High	
Jail/Sheriff/OES		Midway Middle		Midway Middle	
Juvenile Probation		Midway High		Oliver Springs Middle	
Park Cottage		Oliver Springs Middle		Oliver Springs High	
Recycle Center		Oliver Springs High		Ridgeview Elementary	
UT Ag Extension		Ridgeview Elementary		Roane County High	
		Roane County High		Rockwood High	
		Rockwood High		Rockwood Middle	
		Rockwood Middle			
		Midtown Education Ctr			
		School Transportation			
TOTAL ALL DEPARTMENTS		TOTAL ALL SCHOOLS		TOTAL ALL CAFETERIAS	

Response time after called for additional services _____.

Cost, if any when called back for additional services _____.

Total Number of Employees _____ Number of Employees Assigned to this Account _____

List Equipment Resources _____

**ROANE COUNTY GOVERNMENT & SCHOOLS
LOCATIONS**

COUNTY OFFICES	Location Address	City	Zip	Phone (865)
Adult Probation	200 East Race Street	Kingston	37763	376-4317
Ambulance Service - Midtown	3070 Roane State Hwy	Harriman	37748	882-3027
Ambulance Service - Rockwood	935 North Front Street	Rockwood	37854	882-3027
Ambulance Service - South 58	3108 Decatur Highway	Kingston	37763	882-3027
Animal Shelter	296 Manufacturer's Road	Rockwood	37854	354-7387
Codes Enforcement/Zoning	308 North 3rd Street	Kingston	37763	376-5505
Courthouse	200 East Race Street	Kingston	37763	376-4317
Health Department	1362 Gateway Avenue	Rockwood	37854	354-1220
Highway Department	3070 Roane State Hwy	Harriman	37748	882-9782
Recycle Center/Solid Waste	219 White Pine Road	Harriman	37748	590-7779
Roane County Park	3515 Roane State Hwy	Harriman	37748	882-2640
Sheriff's Dept/Jail	300 East Race Street	Kingston	37763	376-5582
Waste Water Plant	123 Post Oak Valley Road	Rockwood	37854	354-2702
SCHOOLS				
Board of Education	105 Bluff Road	Kingston	37763	376-5592
Bowers Elementary*	120 Breazeale Street	Harriman	37748	882-1185
Harriman Middle*	1025 Cumberland Street	Harriman	37748	882-1727
Harriman High*	920 North Roane Street	Harriman	37748	882-1821
Midtown Elementary*	2380 Roane State Hwy	Harriman	37748	882-1228
Midtown Education Center	3096 Roane State Hwy	Harriman	37748	882-3700
School Transportation	3100 Roane State Hwy	Harriman	37748	590-0153
Ridgeview Elementary*	625 Pumphouse Road	Rockwood	37854	354-2111
Rockwood Middle*	434 West Rockwood St.	Rockwood	37854	354-0931
Rockwood High*	512 West Rockwood St.	Rockwood	37854	354-0882
Dyllis Springs Elementary*	120 Ollis Road	Oliver Springs	37840	435-6357
Oliver Springs Middle*	317 Roane Street	Oliver Springs	37840	435-0111
Oliver Springs High*	419 Kingston Avenue	Oliver Springs	37840	435-7216
Kingston Elementary*	2000 Kingston Hwy	Kingston	37763	376-5252
Cherokee Middle*	200 Paint Rock Ferry Rd	Kingston	37763	376-9281
Roane County High*	540 West Cumberland St	Kingston	37763	376-5645
Midway Elementary*	130 Laurel Bluff Road	Kingston	37763	376-2341
Midway Middle*	104 Dogtown Road	Ten Mile	37880	717-5464
Midway High*	530 Loudon Hwy	Kingston	37763	376-6534

*Indicates a School Cafeteria at Location