

The Johnson County Tennessee Purchasing Agent will receive sealed bids for the provision of **Pest Control Services** as specified herein. Bids must be received by 2:00 p.m. on **December 6<sup>th</sup>, 2022**. Late bids will be neither considered nor returned.

**Please Deliver Bids to:**

**Requisition Number 35334  
Johnson County Purchasing Agent  
Attn: Dustin Shearin  
211 N. Church Street  
Mountain City, Tennessee 37683**

**Johnson County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.**

**SECTION I GENERAL TERMS AND CONDITIONS**

- 1.1 ADDITIONAL INFORMATION:** Johnson County wants requests for additional information routed to Dustin Shearin at 423-727-7861. Questions may be emailed to [purchasing@johnsoncountyttn.gov](mailto:purchasing@johnsoncountyttn.gov). Information about the Johnson County Purchasing Department, procurement policies & protest procedures may be obtained on the Internet at <https://www.johnsoncountyttn.gov/purchasing-department>.
- 1.2 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Johnson County for a period of sixty (60) business days from the date of the bid opening, unless otherwise indicated in their bid.
- 1.3 ALTERNATIVE BIDS:** Johnson County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.
- 1.4 AWARD:** Award (if any) will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product or service that is in the best interest of Johnson County. Johnson County reserves the right to award this bid on, an "all or none" basis, or by a multiple award, whichever is in the best interest of the County. Johnson County reserves the right to not make an award in whole or in part. No local preference will be factored into awarding this contract(s), except those as applicable to the lawful fulfillment of awarded contract(s).
- 1.5 BID DELIVERY:** Johnson County will not be responsible for any lost or misdirected mail sent by common carrier. Bids left with anyone other than the Purchasing Agent are not considered delivered to or received by the Purchasing Agent. Johnson County will not be responsible for bids delivered to other addresses other than the one listed at the top of this solicitation. The Purchasing Agent's clock shall serve as the official record of time. Bids are not considered delivered until the Purchasing Agent has the sealed document in their possession.
- Solicitations must be in a sealed envelope/box prior to entering the Purchasing Agent's office. Purchasing Department personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Purchasing Department is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.**
- 1.6 BID EXPENSES:** Expenses for developing the bids are entirely the responsibility of the bidder and shall not be chargeable in any manner to Johnson County.
- 1.7 CONFLICT OF INTEREST:** By submission of signed bid or proposal, vendors certify they have read and complied with the "Non-Conflict of Interest" statement - No member of County of Johnson Legislative body, and no other officer, employee, or agent of the County of Johnson who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest in, and/or receive any monies or anything of value directly or indirectly from this Contract.
- 1.8 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.
- 1.9 ELECTRONIC TRANSMISSION OF BIDS:** Due to the nature of information requested, Johnson County's Purchasing Department **will not** accept electronically transmitted bids. Facsimile submission is also strictly prohibited.

- 1.10 INCLEMENT WEATHER:** During periods of inclement weather in Johnson County, the Purchasing Department will enact the following procedures in regards to solicitations and weather delays.
- If the Mayor closes the administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
  - Other weather issues shall be at the sole discretion of the Purchasing Agent.
  - Johnson County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
- 1.11 MULTIPLE BIDS:** Johnson County will consider multiple bids that meet specifications.
- 1.12 NON-COLLUSION:** Vendors, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.13 PAYMENT METHOD:** Johnson County utilizes Purchase Orders when placing orders for products. Hard Copy Purchase Orders will be issued by the Johnson County Purchasing Department and will be made to the vendor upon request. The Johnson County Director of Accounts & Budgets has final say as to the payment method of invoices.
- 1.14 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process approved invoices for payment.
- 1.15 SIGNING OF BIDS:** When submitting your bid, in order to be considered all bids must be signed. Please sign the original in blue ink.
- 1.16 TAXES:** Johnson County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.17 TERM BID AGREEMENTS:** If this bid results in a term bid Contract with the vendor, Johnson County must receive all general price decreases that other similar customers receive.
- 1.18 TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"- "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000et seq. It is the policy of Johnson County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.19 USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.
- 1.20 VENDOR DEFAULT:** Johnson County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.
- 1.21 VENDOR REGISTRATION:** A completed W-9 shall accompany the vendor's bid submission.
- 1.22 WAIVING OF INFORMALITIES:** Johnson County reserves the right to waive minor informalities or technicalities when it is in the best interest of Johnson County.
- 1.23 AMENDMENTS & RETRACTIONS:** Johnson County has the right to amend to or retract from this Invitation to Bid any language that it deems should be changed in order to receive the most responsive bid submission for the benefit of Johnson County. These amendments or retractions must be completed 72 hours prior to the bid submission deadline. Johnson County will attempt to inform all known parties interested in this Invitation to Bid of these amendments to the best of its ability. Johnson County is not liable to ensure receipt of these amendments by any bidder. Amendments not realized in bid submission documents may result in the bidder being deemed as non-responsive.
- 1.24 POSSESSION OF WEAPONS:** All vendors and their employees and their agents shall comply with any and all "No Firearms Allowed" signs posted at government buildings.

## SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Johnson County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

- 2.1 ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Johnson County without the prior written approval of the County.
- 2.2 APPROPRIATION:** In the event no funds are appropriated by Johnson 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.
- 2.3 ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Johnson County.
- 2.4 CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract which have been manufactured or assembled by child labor.
- 2.5 COMPLIANCE WITH ALL LAWS:** 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. All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. **COPIES OF ALL SUCH LICENSES AND/OR PERMITS ARE TO BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT COPIES OF SUCH MAY LEAD TO BID REJECTION.**
- 2.6 DEFAULT:** 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, Johnson County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Johnson County expressly retains all rights and remedies provided by law in case of such breach, and no action by Johnson County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Johnson County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2.7 GOVERNING LAW:** This Contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Johnson County, Tennessee. The Chancery Court and/or the Circuit Court of Johnson County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.
- 2.8 INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items or information referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.9 INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Johnson County, 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, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.10 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent Contractors and that Johnson County shall not be responsible for any payment, insurance or incurred liability.
- 2.11 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Johnson County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Johnson County. Johnson County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

- 2.12 IRAN DIVESTMENT ACT:** By submission of this signed 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 Tennessee Code Annotated § 12-12-106.
- 2.13 BOYCOTT OF ISRAEL STATEMENT:** By submission of this signed bid, the bidder certifies that the vendor is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel. Per Tennessee Code Annotated, Title 12, Chapter 4, Part 1, as amended by Public Chapter 775.
- 2.14 LIMITATION OF LIABILITY:** In no event shall Johnson County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Johnson County has been advised of the possibility of such damages.
- 2.15 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** 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 non-discrimination, 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.
- 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. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Johnson 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.
- 2.16 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bid, (3) Bid Submission, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.17 REMEDIES:** Johnson County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.18 RIGHT TO INSPECT:** Johnson County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- 2.19 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.20 TERMINATION:** Johnson County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.21 WARRANTY:** Contractor warrants to Johnson County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Johnson County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at Contractor's expense.

### SECTION III SPECIAL TERMS AND CONDITIONS

**3.1 INTENT:** The intent of these specifications is to set forth and convey to prospective bidders Pest Control Services as desired by Johnson County for the various departments listed within this document, hereafter referred to as Johnson County. Award will be based on Best Value to the most responsive and responsible bidder. Though achieving lowest cost for services is the main driving factor for Johnson County, Best value means more than low cost. It includes initial cost, service quality and the ability to meet other factors and requirements detailed herein.

**3.2 AWARD PROCESS:**

At the bid opening, the names and information of vendors submitting bids and their pricing shall be read aloud. The purchasing agent will review all bid submissions to their conformity with bid documents. An intent to award the project will be announced upon the purchasing agent's final review as soon as practical.

Upon releasing the intent to award, the resulting contract(s):

- 3.2.1** Will be drafted by the Johnson County Purchasing Department.
- 3.2.2** Will be sent to the Johnson County Attorney for approval.
- 3.2.3** Will be sent for inclusion on the agenda for the next regularly scheduled County Budget Committee and/or County Commission Meetings, as necessary.
- 3.2.4** Upon all final approvals, will be scheduled by the purchasing agent to obtain the signature of the bidder(s) & County Mayor.
- 3.2.5** Become fully executed, and copies distributed.

**3.3 AWARD STATUS:** Johnson County intends to issue a five-year (5) award. Upon the mutual agreement of the vendor(s) and Johnson County, the award may be extended for additional terms, one (1) year at a time. A non-renewal notice will be given by Johnson County sixty-days (60) prior to the end of any extended term year. Johnson County reserves the right to purchase these services from other sources if the need arises. Johnson County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

**3.4 CHANGES AFTER AWARD:**

- 3.4.1** It is possible that after award Johnson County might have to add or delete sites from the contract. The right to add sites at an agreed to price is hereby acknowledged. The right to delete a site or sites is hereby acknowledged.
- 3.4.2** Johnson County reserves the right to increase or decrease the frequency of treatment at one or more sites after the award of the contract depending upon its needs.
- 3.4.3** Johnson County reserves the right to make such changes after consultation with the vendor.
- 3.4.4** Johnson County also reserves the right to accept proposed service changes from the vendor if:
  - a.** They will lower the cost to Johnson County and/or
  - b.** Provide improved service.
  - c.** Any proposed service changes by the vendor shall be approved in writing by the Johnson County Purchasing Agent prior to the vendor being allowed to make the proposed service changes.

**3.5 COMPLIANCE WITH INSTRUCTIONS FROM SITE- BASED ADMINISTRATORS:** Should a site-based administrator (typically a department head, but also a maintenance supervisor or other designated persons or employees of Johnson County) request a cessation of work, the vendors work shall immediately stop. Vendor is to immediately call the Johnson County Purchasing Agent for further instruction. Should a site-based administrator request a change of scope, function, design, et cetera of the project, such request is to be reported to the Johnson County Purchasing Agent prior to any changes being affected.

**3.6 CONTRACT RENEGOTIATION:** Johnson County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public-trust. Further, Johnson County encourages the vendor to submit value changes in order that Johnson County may avail itself of technological advances or cost economies in the subject of the contract, as they may occur during the contract or contract option periods.

- 3.7 ENTRANCE TO JOHNSON COUNTY SITES:** Only authorized employees of the successful vendor(s) are allowed on the premises of Johnson County buildings. Vendor(s) employees are NOT to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Vendor(s). All employees must wear a company uniform, have picture identification badges or other Company Identification at all times.
- 3.8 BIDDER EVALUATION REVIEW:** Johnson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the bid process) that might affect the County's judgment as to the appropriateness of an award to the best bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Johnson County shall have sole responsibility for determining a reliable source. Johnson County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award which is in the best interest of Johnson County.
- 3.9 IDENTIFICATION:** Employees of the vendor shall have proper identification displayed, at all times, while on Johnson County property.
- 3.10 INSURANCE:** Vendors and their insurance agents must sign the attached insurance requirement form and submit it with their bid. This serves as proof that the vendor can and will obtain and maintain the insurance required for this project. **Upon notification of intent to award, the successful vendor shall be required to submit a Certificate of Insurance showing the specified coverage and listing Johnson County Government as additional insured.** The successful vendor must maintain the required insurance coverage with no lapse in coverage. (If found to have a lapse in insurance coverage the vendor will be immediately terminated by Johnson County).
- 3.11 INVOICING:** Each service location site shall have its own separate invoice. Invoicing shall be made in a timely manner and no later than 10 days after the service. Each service receipt shall reflect the signature of the site-based administrator for that particular service location site. Invoices left at a service location site are not considered as received by the Johnson County Purchasing Agent. All invoices must be signed by the department head or Site-based administrator prior to any payment being rendered. It is the vendors responsibility to ensure all invoices are submitted to the Johnson County Purchasing Agent to ensure payment.
- Email all signed copies of service receipts, invoices, and statements to: [purchasing@johnsoncountyttn.gov](mailto:purchasing@johnsoncountyttn.gov)  
or send via Mail to:  
Johnson County Purchasing Agent  
Attn: Dustin Shearin  
211 N. Church Street  
Mountain City, TN 37683
- The invoice is to note:**
- 3.11.1** Submit one original invoice.
- 3.11.2** Invoice must show date of service, itemized cost & types of services and products provided, total amount due under the invoice, the name, address, and license number of the vendor.
- 3.11.3** Please note: Each department or division of Johnson County Government are responsible for their own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business have separate accounts for each department or division that utilize your services. Please do not allow other departments to place their charges on another department's account. Do not credit our payments to anyone else's account.
- 3.11.4** If a complete invoice, submitted in accordance with these guidelines, remains unpaid after thirty (30) days, please contact the Purchasing Agent at 423-727-7861 to determine its status. Alternatively, you may e-mail questions to [purchasing@johnsoncountyttn.gov](mailto:purchasing@johnsoncountyttn.gov).
- 3.12 LAST DAY FOR QUESTIONS:** All questions regarding this bid must be submitted in writing to the Johnson County Purchasing Agent, no later than **2:00 p.m. on November 21<sup>st</sup>, 2022**. You may also submit questions by email to [purchasing@johnsoncountyttn.gov](mailto:purchasing@johnsoncountyttn.gov).
- 3.13 LICENSING:** Throughout the term of this contract, the vendor shall maintain a current applicable license issued by the Tennessee Department of Agriculture, Division of Regulatory Services. A copy of the current & valid license must be supplied with your proposal.

- 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 21<sup>st</sup>, 2022**. You may submit the concerns & questions by email to [purchasing@johnsoncountyttn.gov](mailto: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

Amended

- 3.20 SCHEDULING OF WORK:** Vendor(s) shall cooperate with department heads or Site-based Administrators in performing work so that interference with the normal program will be held to a minimum.
- 3.21 SUBCONTRACTING:** Johnson County may terminate the contract if subcontracting is done without approval.

#### **SECTION IV STATEMENT OF WORK**

- 4.1 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under this contract. Vendor shall secure all necessary permits for the proper execution and completion of work. The Vendor shall give all notices in compliance with all laws, ordinances, rules and regulations bearing on the conduct of the work. All work shall conform to all applicable federal, state and local regulations governing the same. Nothing in these plans and specifications is to be construed not to conform to codes and regulations. If the Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.

- 4.2 CONTACT PERSONS:** Johnson County shall appoint a contact person (Site-based Administrator and/or Department Head) for each assigned location of this contract. Johnson County will provide a list showing each site and contact person to the successful vendor.

- 4.3 EXTENT OF SERVICE:** Contractor shall use properly registered pesticides and contractor's labor, tools, materials and equipment necessary to accomplish the pest control service for all areas and buildings specified herein including all rooms, closets, lounges, toilets, kitchens, hallways, stairwells, basements, attics, laboratories, plus any other building portion or part not specifically described herein.

Areas such as locker rooms, gear rooms, trash rooms, sink rooms, mop rooms, storage areas, wire closets, toilet rooms, kitchens and loading docks are considered to require concentrated attention. Such areas will receive intensive preventative treatments for the life of the contract.

- 4.4 HOURS OF SERVICE:** The contractor agrees to provide service at times which will be the least disruptive to the normal operation of the Government Office Building and Sheriff's Department Operations. Onsite service times will be during normal business hours only, Monday through Friday (excluding holidays) unless otherwise arranged.

**4.4.1** The vendor should review social media outlets, local radio and television channels to hear the latest news on any government operation closures that may disrupt service times.

**4.4.2** On occasion, the contractor may be required to perform regular service visits before or after regular business hours, or on non-business days. There will be no additional charge for these services. Service time will be coordinated with the site-based administrator.

- 4.5 IN-PROGRESS INSPECTIONS:** During the life of the agreement, the premises covered shall be inspected periodically to determine the effectiveness of the programs in progress. Such inspections shall be jointly made by Johnson County appointed contacts and contractor representatives and the results of which shall be documented. The contractor shall promptly initiate actions to correct all deficiencies found.

- 4.6 PEST MANAGEMENT PRINCIPLES:**

**4.6.1 OBJECTIVES:**

- a. Pests are managed to prevent interference with the work environment.
- b. The health of the building occupants is to be protected.
- c. The building occupants are to be safe from injury.
- d. The integrity of the building and structures is to be preserved.
- e. In Food Service, Storage and Preparation areas, dispensing of a safe and appropriate bait and pesticide is required.

- 4.6.2 INSPECTING, IDENTIFYING AND MONITORING:** Identification, monitoring, evaluating and choosing the appropriate method of control. Regular inspections and proper identification are key components to Pest Management.



- 4.6.3 STRUCTURAL MODIFICATIONS AND RECOMMENDATIONS:** The vendor shall be responsible for advising the Site-based Administrators about any structural, sanitary or procedural modifications that would reduce pest food, water, harborage or access. Johnson County shall not hold the vendor responsible for carrying out structural modifications as part of the pest control effort
- 4.6.4 PESTICIDE APPLICATION:** When it is determined that a pesticide must be used to obtain adequate control, the vendor shall employ the least hazardous material, most precise application technique and minimum quantity of pesticide necessary to achieve control.
- 4.6.5 PESTICIDE STORAGE:** The vendor shall not store or dispose of any pesticide product on Johnson County property.
- 4.7 LEGAL AND PROPER APPLICATION OF PRODUCT:** The contractor shall be responsible for fully complying with all applicable federal, state and local pesticide laws and regulations.
- 4.7.1** Contractor shall verify surfaces are sufficiently dry and ready to receive treatment.
- 4.7.2** Beginning of application means acceptance of existing conditions.
- 4.7.3** Apply toxicants in accordance with manufacturer's published instructions. No product shall be used in any manner inconsistent with its labeling. All pesticides used shall be properly labeled for the control of the pests against which they are being used and label instructions shall be strictly followed.
- 4.7.4** Vendor may not switch products to be used without written permission from Johnson County.
- 4.8 OWNER COOPERATION:** Johnson County will extend cooperation to the vendor in order to achieve satisfactory pest control results. Specifically, Johnson County will provide outlets for water and electricity as required. Johnson County will attempt to remedy conditions, which are conducive to the breeding or harboring of pests or dangerous insects that are reported to Johnson County.
- 4.9 PESTICIDE PRODUCTS:** No pesticide shall be used in any manner inconsistent with its labeling. The contractor shall be responsible for the safe use and application of the pesticides used in the pest control program. Protective clothing, equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used. **SAFETY DATA SHEETS MUST BE PROVIDED FOR EACH CHEMICAL THAT IS PROPOSED FOR USE. (Please see section 3.19)**
- 4.10 PESTS TO BE CONTROLLED:** The contractor will control roaches, ants, silverfish, fleas, crickets, spiders, mites, beetles, moths, flying insects in the bee family, and other common household insects in and immediately adjacent to buildings. This excludes all wood destroying insects.
- 4.11 RELATED SERVICES:** Johnson County reserves the right to negotiate with the Contractor for the purchase of related pest control services such as extermination of wood borers, bed bugs, rodents, bats, birds and nuisance wildlife not specifically covered herein and to add (or delete) buildings or parts of buildings to (or from) the agreement.
- 4.12 REPORTING REQUIREMENTS:** The vendor is to report to Site-based Administrators:
- 4.12.1** Sighting reports
- 4.12.2** Failure to gain access reports
- 4.12.3** Structural Recommendations
- 4.12.4** Monthly treatment reports
- 4.12.5** All service invoices, monthly inspection reports, and re-treatment reports must have verifiable department level signature from the building being serviced unless approved by the County Purchasing Agent in writing. Failure to have proper signature may result in non-payment of monthly service invoice.
- 4.12.6** Any other occasional information & reports that may be requested from the vendor.
- 4.13 ADDITIONAL TREATMENTS:**
- 4.13.1** Vendor may be notified of the need for additional retreatment by a Site-based Administrator.
- 4.13.2** Vendor shall respond to standard retreatment requests within 72 hours of notification.
- 4.13.3** Vendors shall respond to emergency retreatment requests within the same business day.
- 4.13.4** Site-based Administrator signatures must appear on all additional retreatment service tickets and invoices failure to have proper signature may result in non-payment of the additional retreatment service invoice.

- 4.14 SAFETY:** The successful vendor will ensure that its employees observe and exercise all necessary caution and discretion to avoid injury to person or damage to property of all kinds.
- 4.14.1** All buildings, appurtenances and finishings shall be protected by the vendor(s) from damage, which might be done or caused by work performed under this contract.
- 4.14.2** Such damages to the foregoing shall be repaired and/or replaced by approved methods to restore the damaged areas to their original condition at the expense of the Vendor.
- 4.14.3** The contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby.
- 4.15 SERVICE REQUIREMENTS:**
- 4.15.1** The contractor will control roaches, ants, silverfish, fleas, crickets, spiders, mites, beetles, moths, flying insects in the bee family, and other common household insects in and immediately adjacent to buildings. This excludes all wood destroying insects and bed bugs.
- 4.15.2** Vendor shall perform monthly visual inspections of each facility.
- 4.15.3** Termites and all wood destroying insects are specifically excluded from this bid.
- 4.15.4** The vendor is required to treat around the exterior perimeter of all buildings.
- 4.15.5** The vendor is expected to knock down and remove any visible active nests or webs in areas of treatment.
- 4.16 SITE EXAMINATION:**
- 4.16.1** The Vendor is encouraged to have visited the sites and shall have fully acquainted and familiarized themselves with conditions, as they exist and the operations to be carried out. The Vendor shall make such investigations as they may see fit so that they may fully understand the facilities, difficulties and restrictions attending the execution of the work. Vendor shall also thoroughly examine and be familiar with the specifications.
- 4.16.2** The failure or omission of the Vendor to receive or examine any instruction or document, or any part of the specifications, or to visit the sites and acquaint themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance shall not relieve the Vendor of any obligation to perform as specified herein. Vendor understands the intent and purpose thereof and their obligations thereunder and that they will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this agreement, or because of any lack of information.
- 4.17 STRUCTURAL MODIFICATIONS:** Site-based Administrators shall be made aware of any modification needed to any structures covered by this contract and shall be completed by Johnson County or by approved vendors as directed by the Johnson County.  
Johnson County operates a very tight budget. The County will attempt to make structural modifications (when they are in Johnson County's best interest) as funding allows. The vendor is expected to understand this dilemma and to work around it as needed in order to make the pest control program work.
- 4.18 VENDOR'S PERSONNEL:** The contractor is responsible for providing pesticide applicators that have been trained and certified to handle and apply the classes of pesticide products necessary to implement the pest control program.
- 4.19 VENDOR RESPONSIBILITIES:** At their own expense, the vendor shall:
- 4.19.1** Provide competent supervision.
- 4.19.2** Provide competent workers.
- 4.19.3** Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs because of their fault or negligence.
- 4.19.4** Perform work without unnecessarily interfering with County activities or other vendor(s).
- 4.19.5** The vendor shall be responsible on a daily basis to maintain a clean work site, to remove debris, and to dispose of it properly at the vendor's expense.
- 4.19.6** The vendor shall be responsible for maintaining the work area in such a manner that the public and County staff may continue to work in the facility.

**SECTION V VENDOR INFORMATION AND PRICING FOR REQUISITION 35334, PEST CONTROL SERVICES**

- 5.1 Vendor Name \_\_\_\_\_
- 5.2 Vendor Address \_\_\_\_\_
- City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- 5.3 Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_
- 5.4 Contact Person \_\_\_\_\_
- 5.5 Contact Person's email address \_\_\_\_\_
- 5.6 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 Tennessee Code Annotated § 12-12-106.
- Authorizing Signature \_\_\_\_\_  
(Sign in blue ink)
- 5.7 By submission of signed bid or proposal, vendors certify they have read and complied with the "Non-Conflict of Interest" statement - No member of County of Johnson Legislative body, and no other officer, employee, or agent of the County of Johnson who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest in, and/or receive any monies or anything of value directly or indirectly from this Contract.
- Authorizing Signature \_\_\_\_\_  
(Sign in blue ink)
- 5.8 By submission of this signed bid, the bidder certifies that the vendor is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel. Per Tennessee Code Annotated, Title 12, Chapter 4, Part 1, as amended by Public Chapter 775.
- Authorizing Signature \_\_\_\_\_  
(Sign in blue ink)
- 5.9 Do you accept the Terms and Conditions of the bid? Yes \_\_\_\_\_ No \_\_\_\_\_
- With Exceptions \_\_\_\_\_
- 5.10 Did you include the Insurance Checklist as per Section 3.10? Yes \_\_\_\_\_ No \_\_\_\_\_
- 5.11 Have you included copies of Licenses as per Section 3.13? Yes \_\_\_\_\_ No \_\_\_\_\_
- 5.12 Total Local Staff Size: \_\_\_\_\_
- 5.13 Number of years in business Locally: \_\_\_\_\_
- 5.14 Please attach list of the correct trade name and generic names of the chemicals proposed for use, along with SDS sheets for each chemical.
- 5.15 Cost per hour for labor for special services (Bat exclusions, bed bug treatments etc.) \$ \_\_\_\_\_
- 5.16 Will the vendor be willing to accept a partial award of the sites determined in this contract?  
YES \_\_\_\_\_ NO \_\_\_\_\_

5.17 Pricing per site

List of Sites

<b>Pest Control Monthly Service Sites</b>	<b>Address</b>	<b>Monthly Cost</b>
Johnson County Courthouse	222 W. Main St., 37683 (Approx. Sq. Ft. 14,119)	\$
Johnson County Sheriff's Dept.	216 Honeysuckle St., 37683 (Approx. Sq. Ft. 29,478)	\$
Johnson County Senior Center	128 College St., 37683 (Approx. Sq. Ft. 8,284)	\$
Johnson County Election Office	158 Election Ave., 37683 (Approx. Sq. Ft. 1,757)	\$
Johnson County Property Assessor	210 College St., 37683 (Approx. Sq. Ft. 4,659)	\$
Johnson County DHS Office Building	370 Cold Springs Rd., 37683 (Approx. Sq. Ft. 8300 of treated space.)	\$
<b>Annual Price of Monthly Serviced Locations</b>	Total Cost (Total of All Monthly Service Sites) Multiplied by 12	\$
<b>Pest Control Quarterly Service Sites</b>	<b>Address</b>	<b>Quarterly Cost</b>
Johnson County Public Library	215 N. Church Street, 37683 (Approx. Sq. Ft. 7,389)	\$
<b>Annual Price of Quarterly Serviced Locations</b>	Total Cost (Total of All Quarterly Service Sites) Multiplied by 4	\$

**BIDDER'S STATEMENT AND CERTIFICATION:** IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS & CERTIFY THAT I UNDERSTAND, AND THAT I AM ABLE TO MEET OR EXCEED ALL REQUIREMENTS, TERMS, & CONDITIONS WITHIN THIS INVITATION TO BID DOCUMENT.

**BIDDER'S NAME:** \_\_\_\_\_

**AUTHORIZING SIGNATURE:** \_\_\_\_\_

# ATTACHMENT I

## JOHNSON COUNTY PURCHASING DEPARTMENT INSURANCE CHECKLIST BID REQUISITION NUMBER 35334

THE CERTIFICATE OF INSURANCE MUST SHOW AT MINIMUM ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 5 TO 8.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS																																												
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE																																												
YES	2.	EMPLOYERS LIABILITY	\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT																																												
YES	3.	<div style="text-align: center;">AUTOMOBILE LIABILITY</div> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">X</td> <td>ANY AUTO-SYMBOL (1)</td> <td></td> </tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> </table>	X	ANY AUTO-SYMBOL (1)																	<table border="1" style="width: 100%;"> <tr> <td>COMBINE SINGLE LIMIT (Per -Accident)</td> <td>\$1,000,000</td> </tr> <tr> <td>BODY INJURY (Per -Person)</td> <td></td> </tr> <tr> <td>BODY INJURY (Per-Accident)</td> <td></td> </tr> <tr> <td>PROPERTY DAMAGE (Per-Accident)</td> <td></td> </tr> </table>	COMBINE SINGLE LIMIT (Per -Accident)	\$1,000,000	BODY INJURY (Per -Person)		BODY INJURY (Per-Accident)		PROPERTY DAMAGE (Per-Accident)																			
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YES	4.	<div style="text-align: center;">COMMERCIAL GENERAL LIABILITY</div> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td></td> <td>CLAIM MADE</td> <td style="text-align: center;">X</td> <td>OCCUR</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>POLICY</td> <td style="text-align: center;">X</td> <td>PROJECT</td> <td>LOC</td> </tr> </table>		CLAIM MADE	X	OCCUR																							POLICY	X	PROJECT	LOC	<table border="1" style="width: 100%;"> <tr> <td></td> <td>LIMITS</td> </tr> <tr> <td>EACH OCCURRENCE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>FIRE LEGAL LIABILITY</td> <td>\$ 100,000</td> </tr> <tr> <td>MED EXP (Per person)</td> <td>\$ 5,000</td> </tr> <tr> <td>PERSONAL &amp; ADV INJURY</td> <td>\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td>\$ 2,000,000</td> </tr> <tr> <td>PRODUCTS-COMPLETED OPERATIONS/AGGREGATE</td> <td>\$ 2,000,000</td> </tr> </table>		LIMITS	EACH OCCURRENCE	\$ 1,000,000	FIRE LEGAL LIABILITY	\$ 100,000	MED EXP (Per person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	\$ 2,000,000
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5. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

6. NOTICE OF CANCELLATION, NON-RENEWABLE OR MATERIAL CHANGES IN COVERAGE SHALL BE PROVIDED TO COUNTY AT LEAST 30 DAYS PRIOR TO ACTION. THE WORDS "ENDEAVOR TO" AND "BUT FAILURE TO" (TO END OF SENTENCE) ARE TO BE ELIMINATED FROM THE NOTICE OF CANCELLATION PROVISION ON STANDARD ACCORD CERTIFICATES.

7. THE COUNTY SHALL BE LISTED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.

8. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

**INSURANCE AGENT'S STATEMENT AND CERTIFICATION:** I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF THE REQUIRED COVERAGE.

AGENCY NAME: \_\_\_\_\_ AUTHORIZING SIGNATURE: \_\_\_\_\_

**BIDDER'S STATEMENT AND CERTIFICATION:** IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER'S NAME: \_\_\_\_\_ AUTHORIZING SIGNATURE: \_\_\_\_\_

**ATTACHMENT II  
INVITATION FOR BID  
Requisition #35334**

**COPIES OF LICENSES AND PERMITS**

**Place this sheet over copies of your licenses**

**BIDDER:** \_\_\_\_\_