



**Invitation to Bid – Pest Control Services**  
**December 17, 2019**  
**Solicitation # 999-1219-13**

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the City Manager’s Office, City Hall, until, but no later than **2:00 P.M.CST , January 21, 2020**, and then publicly opened and read aloud for Pest Control Services.

If you are an individual with a disability and require a reasonable accommodation or have additional questions regarding this invitation, please notify the Purchasing Agent, Kim Dale at (931) 560-1580.

No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days.

**Bid Instructions**

To be considered bidders must

1. Submit a completed bid sheet(s) using the forms supplied with this Invitation to Bid together with an explanation of any and all exceptions taken to the specifications or any additional conditions to the bid.
2. You must also have an updated vendor application on file prior to bid award. Paper application are available upon request. Application may be completed online at: <https://vrapp.vendorregistry.com/Vendor/Register/Index/columbia-tn-vendor-registration>.
3. All forms must be signed by someone with the authority to bind the bidder.
4. Copies of current State of Tennessee License
5. Copy of Insurance and Bonds as required herein.

All requested bid documents shall be returned to:

Purchasing Agent, City Manager’s Office, City Hall, 700 North Garden St., Columbia, TN 38401.

Mark outside of envelope with **Invitation to Bid - Pest Control Services** and opening date of bid, **January 21, 2020**.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the City Manager’s Office. Bidders are responsible for ensuring that their bids are stamped by City Manager’s Office personnel before the deadline indicated. Late bids received will be so noted in the bid file and the bid will be returned unopened. Faxed bids are not acceptable.

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited. The City of Columbia is compliant with Title VI of the 1964 Civil Rights Act and as a result does not discriminate on the grounds of race, color or national origin nor does it excluded from participation in, or denies the benefit of any program or activity receiving federal financial assistance.

## 1. SCOPE

The City of Columbia is seeking sealed bids to establish an agreement to furnish pest control services at city owned facilities. Services include control of insects and rodents identified in the specifications. Bidders must maintain proper current State of Tennessee license for the required service.

## 2. GENERAL CONDITIONS

1. **Acceptance of Bids:** The City of Columbia reserves the right to reject any and all bids, to waive any informal technicalities or defects, the scope and nature of which it shall be the sole judge, in any bid, insofar as such technicality or defects do not legally, materially or substantially change such bid. The said City, unless otherwise specified by the bidder, reserves the right to accept any item on bid.

If the bidder fails to state the time within which a bid must be accepted, it is understood and agreed that said City shall have ninety (90) days from bid opening date in which to accept bid.

2. **Error in Bid:** In case of error in the extension prices in the bid, the unit price governs. No bid shall be altered, amended or withdrawn, unless the acceptance date has expired, after the opening date of bids. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.
3. **Discount Period:** Time in connection with discount offered will be computed from the date of delivery, or from the date correct invoices are received, whichever date is later. Discount other than "Time Discounts" shall be shown on the face of the proposal sheet under "Terms".
4. **Sample of Materials:** Samples of items, when requested, must be furnished free of expense to the City, at the time bids are opened or later if such are called for after the bids have been opened, and if such samples are not destroyed in the process of sampling, they will be returned at the bidder's expense.
5. **Signatures on Bids:** Each bid must contain the full name and business address of the bidder. Any person signing a proposal sheet for himself or as agent, employee or officer of another must show his title and, if requested by the City shall furnish proof of his authority to make such proposal.
6. **Alternate Bids:** Alternate bids will be considered proving such items that appear on such bids meet specifications. Where equivalent items are bid upon, said City reserves the sole right in determining whether they meet specifications.
7. **Proposal Sheets:** Bidders shall use the proposal sheets furnished by the City. Failure to submit this sheet as required shall render the proposal invalid. Proposal sheets must contain prices on per unit and aggregate basis and the total amount of the bid must be stated on the proposal sheet.
8. **Federal or State Sales, Excise or Use Tax:** Every bid shall separately state and set forth, therein the amount of any and all Federal and State sales, excise or use taxes included in the bid prices. If any such taxes are included in the prices bid, the City reserves the right in making the award to deduct any amount of such taxes thereof. Where labor is required, the bidder shall state separately the amount of labor and materials.

9. **Delivery:** The number of calendar days in which delivery will be made after contract is executed and purchase order placed shall be stated in the bid. When the bidder states no time delivery, it is understood and agreed that delivery is to be made within fifteen (15) days after receipt of order, unless otherwise stated in the specifications.
10. **Compliance:** Contractor shall abide by all federal, state and local laws and statues and obtain all permits required in number fifteen (15) of these conditions.
11. **Specifications:** It is understood that reference to attached specifications shall be sufficient to make the terms of such specifications binding on the contractor. In some instances, the name of the manufacturer, a special brand, or make of an item is used in describing the item or items desired; but this does not restrict the bidder to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article or service desired; but the articles or service on which the proposal are submitted must be equal to that specified, and a statement to that effect shall be made a part of the proposal. Where conflict occurs between the requirement or the General Conditions and the specifications, the requirements of the specifications will govern.
12. **Inspection:** Final inspection and acceptance or rejection will be made at the time of delivery, but all products and workmanship shall be subject to inspection and test at all times and places. The right is reserved to reject articles that contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification of rejection. The City shall not be obligated to pay the full price for any items that do not meet specifications; however, payment may be made at a proper reduction in price.
13. **Bid Opening:** Bids may be mailed or delivered to the Administrative Secretary in the City Manager's Office of the City of Columbia, Tennessee. All bids will be opened and publicly read at a time specified on the Proposal Sheet. Bids received after the specified time for opening, as shown on the invitation to bid, will not be accepted.
14. **Cancellation:** The City reserves the right to cancel an accepted bid or contract in whole or in part due to nonperformance or defective products.
15. **Permit Requirements:** Successful bidder will be responsible for securing any necessary permits for complying with all required inspections whether local state or federal.
16. **Multi-Year Contracts:** The City reserves the right to enter into multi –year contracts and further has the right to terminate multi year contracts due to non-appropriation of funds.
17. **Financial Statements:** Financial statements will be submitted upon request.
18. **Term of Payment:** Payment will be made in full after the satisfactory receipt of goods, materials, supplies, and equipment. Payment will be made in full upon satisfactory completion of all contractual services, public improvements and/or construction. Executed contracts must specifically state if there is any partial payment or other deviation from this method of payment.
19. **Complaints – Vendors**

Vendors shall have the right to present a complaint, dispute or grievance concerning unfair treatment, contracts, deliveries, payments, restrictions, and other incidents. The following steps are intended to provide uniform procedures for a vendor to express a problem and obtain remedy.

- a. Step One - Vendor must file a grievance with the Purchasing Agent no later than seven (7) calendar days after the occurrence of the dispute or incident. The complaint must be in writing and include all supporting data and desired solution or remedy. The Purchasing Agent will forward a copy of the complaint with the user department who shall provide a written reply within thirty (30) days to the Purchasing Agent who will review the response and if in agreement forward the decision to the vendor.
- b. Step Two – If the vendor is not satisfied with the Purchasing Agent’s response, the vendor may appeal in writing to the City Manager within 10 day from the date of the Purchasing Agents response, who shall with the advice of the Purchasing Agent and/or City Attorney, make a written determination to all parties involved. The City Manager’s decision shall be final.

### 3. SPECIAL CONDITIONS AND DEFINITIONS

3.1 Insect control is defined as those measures, which are necessary to completely suppress crawling and flying insect populations including arachnids through the use of properly registered and labeled insecticide products and approved devices.

3.2 Rodent control is defined as those measures necessary to suppress populations of rats, mice, and/or any other mammalian species, which become a pest.

3.3 Control measures used shall be sufficient to offer reasonable and safe protection from identified pest from one application until the next application.

3.4 Time between applications shall be at least 75 days but shall be no more than 90 days unless otherwise requested by the City.

3.5 The City reserves the right to negotiate with the awarded vendor regarding frequency of treatment during terms of the award or the extension thereof.

3.6 The City reserves the right to negotiate with the awarded vendor for treatment and control of wood destroying pest during the term of the award or extension thereof.

### 4. INSURANCE, BONDS AND LICENSE

The awarded vendor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the City from claims which may arise out of or result from the vendor’s execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the City and the general public from any and all claims for injury and damage resulting by any actions on the part of the vendor or his forces as enumerated above. The successful vendor(s), if requested, shall furnish a copy of an original Certificate of Insurance,  naming City of Columbia as an additional insured . Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The vendor(s) shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the City of Columbia and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done as a result of awarding this bid.

The following insurance requirements are the minimum that will be acceptable:

1. Worker's Compensation Insurance – State statutory limits.
2. Commercial General Liability - Including products and completed operations coverage and contractual liability on the amount of \$500,000 CSL (combined single limit).
3. Commercial Automobile Liability including owned, non-owned and hired car in the amount of \$500,000 CSL.

Pest Control Surety Bond required in the amount of \$50,000.

State of Tennessee Pest Control License GRC and WDO required.

5. LAWS, TAXES and INDEMNIFICATION – The successful vendor shall comply with all applicable local, State and Federal laws. Vendors are further responsible for all taxes associated with providing services under any resulting award as a result of this invitation to bid to include payroll and employment taxes. All vendors agrees to hold harmless and indemnify the City for any and all losses the City may sustain as a results of the actions of the Vendor, his employees, or any subcontractors hired as a result of bid award.
6. TIME IS OF THE ESSENCE - Time is of the essence in the performance of a resulting bid award. Repeated delays in delivery of services shall be interpreted as failure to meet contractual obligations and shall be cause for immediate cancellation of any contract or award.
7. PAYMENT - Payment will be made provided all following conditions listed below have been met:

7.1 Service tickets or invoices shall be prepared for each location serviced at the time of treatment or application. All service tickets or invoices shall be signed by designated City employee at the facility being serviced at the time of service. Invoices or service tickets not properly signed shall not be paid.

7.2 Payment will be issued within thirty days of a proper invoice having been received by Finance Department for the City of Columbia unless the vendor accepts VISA credit cards in which case payment will occur within 7 days of service.

#### 8. MULTI - YEAR AGREEMENT AND AWARD

8.1 The award will be made to a single vendor offering the lowest quarterly cost to service all facilities.

8.2 The award and resulting agreement shall be for a twelve month period during which time the price per application of service shall remain constant. The award and agreement may be renewed on an annual basis thereafter for a period not to exceed three years with the same conditions and terms as the original agreement unless expressly cancelled by either party 90 days in advance of the cancellation date.

#### 9. SPECIFICATIONS AND REQUIREMENTS

The Specifications and requirements below are intended to describe an effective pest and rodent control program for City owned facilities.

<b>Requirements</b>	
9.1	The Vendor shall furnish all labor, tools, materials and equipment necessary to accomplish the full treatment pest control service for buildings specified herein. Areas within the buildings requiring services include, but are not limited to, offices, rooms, closets, lounges, toilets, kitchens, hallways, stairwells, basements, attics, and laboratories.
9.2	The Vendor shall be responsible for full treatment pest control service including inspection and treatment for rats, mice, cockroaches, ants, moths, Pharaoh ants, silverfish, spiders of all types including <b>brown recluse</b> and any other pest not specifically excluded herein
9.3	Services shall be performed at each facility during the City's normal business hours of 7:30 a.m. to 4:00 p.m., Monday through Friday, except when special conditions require servicing to be done when an area(s) is vacated after regular working hours or on weekends. There will be no additional charge for this service. When such servicing to vacate areas is required, the Vendor shall provide 72 hours advance written notice to the facility manager as specified herein. If work is started, it must be completed that day and not left until the next day.
9.4	The vendor is responsible for providing pesticide applicators that have been trained and certified by a properly designated State lead agency as competent to handle and apply the classes of pesticide products necessary to implement the pest control program.
9.5	The Vendor is further responsible for full compliance with the applicable federal, state and local pesticide laws and regulations
9.6	The City reserves the right to negotiate with the awarded vendor or any other vendor for the purchase of related pest control services such as extermination of termites, wood bores, bees, bats, birds, wasps and skunks not specifically covered herein.
9.7	The Vendor must respond to all service calls within twenty-four hours from notification
9.8	No pesticide shall be used in any manner inconsistent with its labeling. All pesticides used in the pest control program shall be properly labeled for the control of the target pests against which they are being used and label instructions shall be strictly adhered to
9.9	The Vendor 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.
9.10	The following pest control functions <b>are not included</b> within the scope of this invitation to bid : Bat control, Bird control, Snake control, Termite control (also Carpenter ants and bees), Fumigation
9.11	Insecticide products may be applied as surface sprays, following the crack and crevice criteria, as dust or baits applied to areas inaccessible to sprays, or as space applications using dry fog methods for flying insect control. No insecticide shall be used in any manner inconsistent with its labeling.
9.12	During the life of the award, the premises covered may be inspected periodically to determine the effectiveness of the programs in progress. Such inspections shall be jointly made by the City and Vendor representatives and the results of which shall be documented in writing. The Vendor shall promptly initiate actions to correct all deficiencies found. Call-backs or follow-up service shall be provided as the need arises at no additional cost to the City.
9.13	The rodent control measures required of the Vendor include repelling, trapping, and poisoning programs directed at providing environmentally safe space for City personnel and facility visitors.
9.14	Applications of products not unreasonably restrict or restraint the conduct of normal business operations nor endanger the health or safety of staff or citizens.
9.15	Each listed facility shall receive regular pest control services no less than every 75 days nor more frequently than every 90 days unless specifically requested to do so due to infestation of a listed pest.

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**City of Columbia – Bid Sheet – ITB Pest Control Services – 999-1219-13**

Facility Name	Address	Contact	Sq Footage	Quarterly Charge
Police Headquarters	707 No Main St	Exec. Sec. Codes	22,320	
Police Annex	711-713 No Main St	Exec. Sec. Codes	7840	
City Hall	700 North Garden St	Exec Sec Codes	25000	
Fairview Park Community Ctr	Iron Bridge Road	Center Director	3603	
Woodland Park Headquarters	Woldridge Dr	Vicky Kincaid	3998	
Armory Recreation Facility	503 Carter St	Center Director	13391	
Recreation Maintenance Shop	503 B Carter Street	Roger Howell	3000	
Macedonia Community Ctr	501 Armstrong St	Center Director	1979	
Ridley Park Concession A	6148 Trotwood Ave	Byran Farris	1000	
Ridley Park Concession B	6148 Trotwood Ave	Byran Farris	1000	
Ridley Park Concession C	6148 Trotwood Ave	Byran Farris	800	
Ridley Park Maintenance Bldg	6148 Trotwood Ave	Byran Farris	2400	
West Complex Building	6148 Trotwood Ave	Byran Farris	4000	
West Press Box	6148 Trotwood Ave	Byran Farris	240	
Fire Station #1	1000 So Garden St	Exec. Secretary	15609	
Fire Station #2	709 Lion Parkway	Captain In Charge	7172	
Fire Station # 3	1306 Nashville Hwy	Captain In Charge	4875	
Fire Station #4	5040 Mt Pleasant Pk	Captain In Charge	5407	
Fire Station # 5	2633 Nashville Hwy	Captain In Charge	8500	
Public Works Building	110 Santa Fe Pike	Laurie Winchester	23400	
Wastewater Tx Admin Bldg	1244 Treatment Plant Rd	Kim Elliott	16384	

Are you taking any exception to the specifications? If so please provide a detailed written explanation \_\_\_\_\_

Are there any additional conditions to your bid? If so please provide a detailed written explanation \_\_\_\_\_

Do you accept VISA ? \_\_\_\_\_

In compliance with this Invitation for Bid for Pest Control Services Solicitation # 999-1215-14 and subject to all conditions, specifications and requirements thereof unless otherwise amended and described in an attachment hereto, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified. My signature certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under the Laws of the State of Tennessee or the United States. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

**Complete Legal Name of Firm:** \_\_\_\_\_

**Charter #** \_\_\_\_\_ **License #** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Title :** \_\_\_\_\_

**Name (type/print):** \_\_\_\_\_ **Email :** \_\_\_\_\_

**Date:** \_\_\_\_\_