

**CITY OF KNOXVILLE
INVITATION TO BID**

**Pest Control Services
Parks and Recreation**

Sealed bids, invited by the City of Knoxville, will be received by the Purchasing Division of the City of Knoxville, in Room 667-674, City County Building; 400 Main Avenue; Knoxville, Tennessee, until **11:00:00 a.m. (Eastern Time) on December 8, 2020**, at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable.

The City of Knoxville is requesting bids from professional, qualified, and experienced companies for the provision of Pest Control Services for various City locations per specifications outlined within this Invitation to Bid. Contract term shall be for one (1) year with two (2) optional one-year renewals, at the same terms and conditions, upon mutual consent of both the City and the Contractor.

For those who would like to view the bid opening virtually, you may view it for Zoom through this link:

Join Zoom Meeting

<https://us02web.zoom.us/j/84126561188>

Meeting ID: 841 2656 1188

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SPECIFICATIONS

The Contractor shall furnish all chemicals, rodenticides, insecticides, equipment, and labor necessary to provide pest control services for various City locations as listed in the specifications for the complete control of, but not limited to the following: rats, mice, ants (including carpenter), roaches, beetles (including wood boring), box elder bugs, caterpillars, moths, centipedes, millipedes, lice, fleas, mites, crickets, earwigs, silverfish, fire brats, sow bugs, pill bugs, ticks and spiders in buildings and immediately around the base exterior, window frames and door jambs, during the contract period. The entire exterior perimeter of each facility (including playgrounds) shall be inspected for wasp, hornet, and yellow jacket nests. Any nests found shall be treated/removed immediately. Inspection of wood destroying organisms is required as part of bid. Contracted vendor shall report the discovery of wood

destroying organisms to the Parks & Recreation Maintenance Superintendent. Treatment services for wood destroying organisms would then be a separate contract per state law.

The Contractor shall conduct a thorough initial inspection of each facility or site within (10) days of the execution of the contract. These site visits are intended for the Contractor to identify problem areas and any equipment, structural features or facility practices that are contributing to pest infestation. A Pest Control Services Book for each location is required within 20 days of the contract start date.

The square footage provided below reflects the **estimated** building sizes, but does not necessarily reflect the actual space to be treated. Bidders are encouraged to visit sites and take necessary measurements; **bidders are responsible for their own measurements.**

Facility Locations:

Name and Location	Square Footage
Adaptive Recreation Center-2235 Dandridge Avenue	8,100
Cal Johnson Recreation Center-507 Hall of Fame Drive	11,011
Cecil Webb Recreation Center-923 Baker Avenue	14,274
Christenberry Recreation Center-931 Oglewood Avenue	8,385
Oakwood Lincoln Building 931 Oglewood Avenue	2,500
Cumberland Estates Rec. Center-4529 Silverhill Drive	10,200
Caswell Ballpark – 620 Winona Avenue	10,500
Deane Hill Recreation Center-7414 Deane Hill Drive	6,500
Inskip/Norwood Recreation Center-301 Inskip Road	4,836
Knoxville Arts & Fine Crafts Center-1127 North Broadway, Suite B	4,000
Larry Cox Recreation Center -3109 Ocoee Trail	2,702
Milton Roberts Rec. Center-5900 Asheville Highway	5,986
Richard Leake Recreation Center-3511 Alice Bell Road	4,308
South Knoxville Comm. Center-522 Maryville Pike	32,000
West Haven Recreation Center-3622 Sisk Road	2,910
Dr. E.V. Davidson Center -3124 Wilson Avenue	15,700
Lakeshore Admin Bld. - 5930 Lyons View Pike	13,600
Adair Park Building-1807 Adair Drive	489
Happy Homes Community Center-5329 Montwood Drive	1,000
Oakland Community Center-3816 Oakland Drive	1,140
South Knoxville Optimist Club Building-6101 Moore Road	2,000
Fairview Community Center-1628 Dora Street	475
<u>*Pools listed below are serviced during swimming season only - (Memorial Day thru Labor Day)</u>	
*Ed Cothren Pool - 1737 Reynolds Street	3,400
*Inskip Pool - 4204 Bruhin Road	2,100

Pest Control Services Book:

Within 20 days after the contract start date, the Contractor shall produce a Pest Control Services Book for each location listed. The book shall be placed in each facility listed in the specifications and located in the recreation center leader's office or the front office of each facility. The Contractor shall be

responsible for maintaining each book and ensuring all five parts of the book are updated during each service date. The Pest Control Services Book shall consist of five parts as follows:

1. **Service Information & Schedule:** On the first page of the book, the contractor shall list both a mobile and office number for City staff to call for service. The Contractor shall list complete service schedules that include planned frequency of Contractor visits, and specified day(s) of the week for Contractor visits.
2. **Pest Control Method & Equipment:** The Contractor shall provide a summary of pest control methods. Include current labels and Material Safety Data Sheets (MSDS) of all pesticides to be used, brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest control devices or equipment that may be used to provide service.
3. **Monitoring and Surveillance:** Monitoring devices shall be placed in kitchen areas, and any other areas where food/drink may be found. The Contractor shall list site-specific monitoring methods in the book for observed food sources of pest food, water, harborage and access.
4. **Commercial Applicator/Technician License:** In each book, the Contractor shall provide a current list of names along with the photocopies of the commercial applicator license and the technicians' certification card for every Contractor employee who will be performing on-site services under this contract.
5. **Log Sheets:** As a part of the Pest Control Services Book, log sheets shall be provided and maintained by the Contractor during each visit, and contain the following items:
 1. Signed log in/out sheet
 2. Complaints sheet for staff to write/report pest sightings
 3. Log sheet to log pest sightings by contractor and response taken for any pest sightings including type of pesticide applications utilized and other related information
 4. Log sheet noting the number and location of traps, and document results of trap inspection such as the following:
 - a. Date checked
 - b. Trap number and location
 - c. Trap condition (i.e. fine, replaced, etc.)
 - d. Number and species of pests trapped
 - e. Other evidence of pests (cast skins, feces, rub marks, etc.) or damage

All services and log sheets must be recorded in the Pest Control Services Book before the contractor leaves each location. Log sheet shall show date, times in and out, and should be signed by the Contractor at each visit.

Electronic Service Report Forms:

Contractor shall provide electronic service reports documenting site visit times/dates and any other information requested by City Staff. All electronic service reports shall be emailed to the City Parks & Recreation Department once a month. The electronic service report forms are required in addition to the logged information for each Pest Control Services Book.

Scheduling of Service:

Successful contractor shall schedule and perform monthly pest control services in a manner that does not interrupt the operations of City personnel. A schedule for services shall be developed by the contractor in cooperation with the City. Any change must be approved by the department.

The City reserves the right to request scheduling changes. Services requested based on pest sightings shall be scheduled immediately in addition to regular monthly service. Operating hours vary by season and locations.

Please note: If a recreation center is closed, Contractor will be responsible for checking out a key from City staff at 5930 Lyons View Pike; Knoxville, TN; between the hours of 7:30 a.m. and 4:00 p.m.; and during the days of Monday thru Friday. The key shall be returned the same day during the same hours, unless otherwise approved by City staff.

Contractor Responsibilities:

The contractor shall have current licensing from the State of Tennessee and shall submit a copy of same with bid submission. The contractor is responsible for providing personnel competent to handle and apply the classes of pesticide products required for this contract and who have been trained and certified by the appropriate State agency. The contractor is further responsible for fully complying with all applicable Federal, State and local pesticide laws and regulations.

All insecticides, rodenticides, and bait stations shall be removed from the premises covered by this contract at its conclusion. During the contract period, the contractor shall not store any pesticide chemicals on or at any City facility.

Supervision:

The contractor shall provide adequate supervision of all contract work. Contractor or his supervisors shall be available at all times to check work performance and general condition of the job, as well as, planning for work needed. The contractor shall provide a phone number and an email to the City and be available upon request. Contractor shall develop a strong supervisory support group to assure that high quality standards are maintained. Contractor shall complete a City-provided monthly quality control report and email the said report to the City representative on a monthly basis.

Employees:

The contractor shall furnish the City with a list of employees authorized to act for the contractor. The contractor shall require his employees to comply with the instructions in this contract. The contractor will be held responsible for safeguarding against loss, theft, or damage of all property, materials, equipment, and accessories which might be exposed to the pest control process. Any damage to existing equipment, finishes, and/or materials by the contractor or contractor personnel will be repaired at contractor's expense. All employees of the contractor shall wear clearly visible, distinctive badges or uniforms. During each facility treatment or visit, the contractor shall check in and out with the recreation center leader or person in charge of the facility. All contractor's employees shall be required to abide by the set of rules, code of conduct, and regulations developed by the contractor and approved by City. Contractor's supervisory staff shall enforce these rules and regulations. Contractor shall not employ any of the Parks and Recreation Department employees for the contracted pest control services.

Complaints:

City shall request services in response to complaints of pest sightings. These services requested between scheduled visits (and prompted by complaints) must be handled within a 24-hour period after notification and are to be at **no cost** to the City.

Evaluation:

The City reserves the right to conduct inspections of the pest control services at unannounced times and at unannounced intervals, for evaluation of effectiveness and safety, and to require such changes it deems appropriate. The contractor shall take prompt action to correct identified deficiencies.

Liquidated Damages:

The City and the contractor mutually agree response time compliance and performance compliance are critical and failure to provide service in accordance with this agreement is a detriment to City services and the public. Therefore, the contractor agrees to credit the City for deficiencies not remedied or for failure to complete work as assigned or designated in the specifications, in accordance with the following schedule of liquidated damages. These sums are fixed and agreed upon, not as a penalty, but because the parties agree that the actual loss to the City and to the public caused by the omission of work or substandard performance is impractical and extremely difficult to ascertain. Subsequent failures or omissions during any two (2) month period will result in assessment of repeat occurrence liquidated damage charges, as indicated in the table below, to cover the cost increases associated with resolution of repeated problems. Any amount deducted that is greater than the amount billed on any given invoice shall become a credit to the City, applicable to any other amounts due to the contractor.

Deficiency	Charge for 1st Occurrence	Charge for Repeat Occurrences
Failure to perform tasks and related activities per specifications and failure to rectify within one (1) business day from the date and time the notice was sent to the City.	\$25.00	\$50.00
Use of workers not on the list of approved employees or bringing unauthorized person(s) into the facility without City approval.	\$25.00	\$50.00
Use of chemical not subjected to approval. Also, misuse or improper handling, and/or disposal (including labeling) of these items.	\$25.00	\$50.00

Pesticide Products:

All pesticides shall be properly labeled for the control of the target pests against which they are being used. Vendor’s personnel shall strictly adhere to label instructions. The City requires that low odor pesticides be used on all building interiors during preventive service.

Safety:

All rodenticides, regardless of packaging, shall be placed in tamperproof, locked or sealed boxes in order to protect the public and non-target species. The contractor shall be responsible for the safe use and application of pesticides. Protective clothing equipment and devices shall, as a minimum, conform

to Occupational Safety and Health Administration (OSHA) standards for the products being used. All products must be DEP and EPA approved and shall be applied and handled in a manner consistent with applicable Federal, State or local safety laws, regulations, or ordinances. The public, vendor's personnel, and the environment shall be protected at all times.

References:

All vendor's must supply the names, addresses, phone numbers, and contact persons of at least two (2) accounts, similar in size and nature to the facilities listed within this bid.

SUBMISSION INFORMATION

Bid submissions shall be submitted to the City either through online submission or hard copy, in accordance with the following procedures:

OPTION 1

Electronic Submission Procedures. Electronic submissions shall be submitted online through the City's Procurement website. **DO NOT EMAIL YOUR SUBMISSION.** All bidders must register as a vendor in order to submit an electronic file.

Step One: Register as a City of Knoxville vendor

(Vendors are encouraged to complete this step **now** to ensure seamless submission process prior to deadline.)

To register as a vendor:

Visit the website at www.knoxvilletn.gov/purchasing

Click the "Vendor Registration" tab; then "Click here to register as a City of Knoxville Vendor" Follow the prompts to complete online registration.

Note: You will be asked for a PIN. This PIN will be emailed to you and may have been sent to your spam or junk folder.

DO NOT WAIT UNTIL SUBMISSION DEADLINE TO REGISTER AS A VENDOR. The electronic submission link will be disabled at 11:00:00 a.m. Eastern time. Vendors will not have the ability to submit any electronic files once the deadline has passed.

Step Two:

Submit all materials electronically as one (1) file to City's Procurement website **PRIOR to 11:00:00 a.m.** (Eastern Time) on **December 8, 2020.**

To submit electronic file:

Visit the procurement website at www.knoxvilletn.gov/bids

Click "**ITB- Pest Control Services**"

Click "Submit Bid" (red button located at top of screen)

Follow the prompts to upload and submit electronic file.

Submit only one (1) submission file

Files **MUST** be named as the firm's name followed by the title of the project.

Example: ABC Company-Pest Control Services ITB.pdf

Should you need to merge multiple documents into one PDF, please utilize Google to download a free software intended for merging pdf documents

OR

OPTION 2

Hard Copy Submission Procedures. Bid Submissions will be received until 11:00:00 a.m. (Eastern Time) on December 8, 2020. Each hard copy proposal must be submitted in a sealed envelope addressed to:
City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667
Knoxville, TN 37902

IMPORTANT NOTE: Each mailing envelope or carton containing a bid submission must be sealed and plainly marked on the outside “Pest Control Services.” Bidders are reminded that the Purchasing Division receives many bids and proposals for any number of solicitations; **unlabeled submissions are extremely difficult to match to their appropriate solicitations and therefore may be rejected.** Late submissions will not be considered. Submissions that arrive late due to the fault of United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such submissions shall remain unopened and will be returned to the submitting entity upon request.

BID SUBMISSION REQUIREMENTS

Bidders must furnish the following information in writing with their submission:

1. Bid Form showing bidder’s name, address, quoted price, business license number, date of expiration of business license. A copy of the bidder’s current business license may be submitted in lieu of providing the license expiration date.
2. Child Crime Affidavit
3. Non-Collusion Affidavit
4. Drug-Free Workplace Affidavit
5. Iran Divestment Act Certification of Noninclusion
6. Diversity Business Enterprise (DBE) Program form

GENERAL INFORMATION

1. Sealed bids will be received by the Purchasing Division of the City of Knoxville in Room 667-674, City/County Building, 400 Main Avenue, Knoxville, Tennessee until **December 8, 2020, at 11:00:00 a.m.**, at which time they will be publicly opened and read aloud and the contract awarded as soon as practicable. **No bid will be received or accepted after the above-specified time for the opening of bids.** Bids that arrive late due to the fault of U. S. Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such bids shall remain unopened and will be returned to the submitting entity upon request.
2. The City of Knoxville reserves the right to waive any informalities or to reject any or all bids, to evaluate bids, and to accept any bid which, in its opinion, may be for the best interest of the City.
3. Prior to submitting their bids, bidders are to be registered with the Purchasing Division through the City of Knoxville’s online Vendor Registration system. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing. **Bid submissions from un-registered bidders may be rejected.**
4. Included in the Invitation to Bid is an affidavit in proof that the undersigned has not entered into

any collusion with any person in respect to this bid or any other bid. The fully executed and notarized affidavit must be submitted with the sealed bid. Also included is the Diversity Business Program contracting packet. Submissions must indicate on the enclosed form whether or not the bidder intends to use subcontractors and/or suppliers from one of the defined groups. Bidders are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.

5. **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
6. **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:
 - If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
 - The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
7. Each bid must be submitted in a sealed envelope, addressed to the Purchasing Division; City of Knoxville; City/County Building; 400 Main Street, Room 667-674; Knoxville, Tennessee, 37902. Each sealed envelope containing a bid must be plainly marked on the outside as: **"Pest Control Services."**
8. All bids must be made on the Bid Form supplied with the contract documents, and no interlineations, excisions, or special conditions shall be made or included in the Bid Evaluation Sheet by the Bidder. **Any bid on which there is an alteration of or departure from the Bid Form may be considered irregular and may be rejected.** All bids must be signed in full by the Bidder or Bidders in their business name or style when submitted and must show his or their complete address.
9. No bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.
10. All bidders must provide the City Purchasing Division with a copy of its valid business license or with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered.
11. Payment for completed services delivered to and accepted by the City shall be at the contract price.
12. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

13. Bidders shall verify bids before submission, as bids cannot be withdrawn or corrected after being opened.
14. If federal excise tax applies, show amount of same and deduct. Bear in mind that the City is exempt from Tennessee sales tax.
15. Prices are considered FOB Destination unless otherwise stated in the Invitation to Bid.
16. All bids in excess of \$100,000 must be accompanied by a cashier's check or a certified check or by a surety bond in an amount equal to five (5) percent of the total annual amount as a guarantee that if the bid is accepted the required contract will be executed and payment and performance bonds (if required) furnished. Attorneys-in-fact who sign Bid Bonds must file with each bond a certified and effective dated copy of their power of attorney. Said bond or check will be returned to the unsuccessful bidder as soon as the contract has been awarded and to the successful bidder as soon as he has executed the contract and furnished any other required bonds and the contract has been executed by the City of Knoxville.
17. A Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the Contract price, with a corporate surety approved by the City, will be required for the faithful performance of the Contract. Attorneys-in-fact who sign Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney. Performance and Payment Bonds shall not be submitted with the bid, but shall be required of the winning bidder prior to issuance of a contract.
18. Within 30 days of delivery of the contract to the Contractor, the City must receive either the executed contract or, if execution of the contract is pending agreement of the parties as to contract language, a written request for extension indicating the cause of the delay and an estimated schedule for execution. The City may accept or reject the request for extension, but will afford reasonable opportunity for review. Failure to obtain a certificate of insurance prior to submission of a bid will not be considered a reasonable basis for extension. If neither the executed contract nor a written request for extension has been received by the City within 30 days of delivery, the City may retain the bid bond.
19. By execution and delivery of a bid submission, the bidder agrees that any additional terms and conditions, whether submitted to the City purposely or inadvertently, shall have no force or effect.
20. Bidders must provide a fully executed and notarized Drug-Free Workplace Affidavit with their bid submission.
21. The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.
22. Bidders must comply with the President's Executive Orders No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Bidders must not maintain or provide for their employees any facilities that are segregated on the basis of

race, color, religion or national origin. Bidders must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standard Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974 and Section 503 of the Rehabilitation Act of 1973, all of which are herein incorporated by reference.

23. All bidders must comply with Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000d. The successful bidder must follow Title VI guidelines in all areas including hiring practices, open facilities, insurance, and wages. The City of Knoxville reserves the right to review all compliance records by a contract compliance officer designated by the City.
24. No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally. Each request for such interpretation should be in writing addressed to **Julie Smith Maxwell, Procurement Specialist** for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to her at jmaxwell@knoxvilletn.gov. To be given consideration, such requests/questions must be received no later than end of business day **December 1, 2020**. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted to the City's website at www.knoxvilletn.gov/bids. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any bidder to receive such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.
25. Attention of all bidders is directed to the set off provision contained in Article II, Section 24-33, entitled, "Debts owed by persons receiving payments other than salary", and Section 2-1049 entitled "Receipt of benefits from City contracts by council members, employees, and officers of the City" of the Code of the City of Knoxville.
26. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor. If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: (a). The amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if the Project had not been terminated; and (b) the direct out-of-pocket costs incurred by the Contractor for demobilization of the Project following receipt of the notice of termination, not to exceed the amount reasonably and actually required to demobilize the Project.
27. The City may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the supplies or to perform the services wherein the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Division specifying such failure.

28. If the contract is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies of services similar to those so terminated.
29. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the City.
30. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
31. Before a contract will be signed by the City, the submitting entity, if selected, **must** provide the City Purchasing Division with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. Any Contract resulting from this Invitation to Bid shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the Vendor from the Agreement shall lie in Knox County, Tennessee.
32. When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:
- A. **Commercial General Liability Insurance**; occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than two million dollars (\$2,000,000) each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than three million dollars (\$3,000,000).

Such insurance shall:

- (a.) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the

above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

(b.) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(c.) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

- B. **Automobile Liability Insurance;** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.
- C. **Workers' Compensation Insurance.** Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage. Such insurance shall include a waiver of subrogation in favor of the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
- D. **Other Insurance Requirements.** Contractor shall:
- Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.
 - Upon the City's request, provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.

- Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
 - Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
 - If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
 - Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
 - Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial ability as determined by the City.
 - The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
 - All general liability policies must be written on an occurrence basis, unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.
33. The successful proposer will be required to sign a contract which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from

Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

**CITY OF KNOXVILLE
BID FORM**

TO: Purchasing Division
City of Knoxville
Suite 667-674
City/County Building
400 Main Street
Knoxville, TN 37902

Having carefully examined the specifications entitled “**Pest Control Services- Parks and Recreation**” to open on **December 8, 2020, at 11:00:00 a.m.** and the other Contract Documents and addenda, and having familiarized ourselves with the existing conditions of the job, we hereby propose to furnish the supervision, labor, materials, equipment, delivery, and services to do the work as specified for the following amount:

Bid:

Total Annual Cost: \$_____

Firm Name: _____

Official Address: _____

DUNS #: _____

Business License Expiration Date: _____

(By)

(Name Typed)

(Title)

Date _____

Email _____

Phone _____

Child Crime Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- (1) He/She is the owner, partner, officer, representative, or agent of _____
_____, the Bidder that has submitted the attached Bid;
- (2) The Bidder _____ will abide by the following if chosen as
the successful bidder:

The Bidder _____ agrees not to allow any employee or
volunteer who is awaiting trial or has been convicted of a felony crime involving the sexual
exploitation of children, sexual offenses involving children or violent crimes to participate in this
Agreement at sites where children may be present. Failure by the Bidder to comply with this
requirement is grounds for immediate termination of the Agreement.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2____.

My commission expires: _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- (1) He is owner, partner, officer, representative, or agent of _____, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bid nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, firm, or person to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed Contract; and
- (5) The price or prices quoted in that attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 2____.

My commission expires: _____

IRAN DIVESTMENT ACT

Certification of Noninclusion

NOTICE: Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List of persons pursuant to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List%20of%20persons%20pursuant%20to%20Tenn.%20Code%20Ann.%2012-12-106%20Iran%20Divestment%20Act%20updated%207.7.17.pdf)

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 T.C.A. § 12-12-106.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	

NOTARY PUBLIC:

Subscribed and sworn to before me this _____ day of _____, 2_____.

My commission expires: _____

DRUG-FREE WORKPLACE AFFIDAVIT

State of _____

County of _____

_____, being duly sworn, deposes, and says that:

- (1) He/She is a principal officer of _____, the firm that has submitted the attached Proposal, his or her title being _____ of the firm; and
- (2) He/She has personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and
- (3) He/She certifies that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tenn. Code Ann. §§ 50-9-101 et. seq., have been met and implemented.

(Signed)

(Title)

Subscribed and sworn to before me this ____ day of _____, 20__.

Title _____

My Commission expires _____

DIVERSITY BUSINESS ENTERPRISE (DBE) PROGRAM

The City of Knoxville strongly encourages prime contractors to employ diverse businesses in the fulfillment of contracts/projects for the City of Knoxville.

The City of Knoxville's Fiscal Year 2020 goal is to conduct 4.82% of its business with minority-owned businesses, 10.73% of its business with woman-owned businesses, and 33.94% with small businesses.

While the City cannot engage (pursuant to state law) in preferential proposaling practices, the City does **strongly encourage** prime contractors to seek out and hire diverse businesses in order to help the City meet its goals as stated above. As such, the City encourages prime contractors to seek out and consider competitive sub-proposals and quotations from diverse businesses.

For DBE tracking purposes, the City requests that prime contractors who are bidding, proposing, or submitting statements of qualifications record whether or not they plan to employ DBE's as sub-contractors or consultants. With that in mind, please fill out, sign and submit (with your bid/proposal) the following sub-contractor/ consultant statement.

CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE's) are minority-owned (MOB), women-owned (WOB), service-disabled veteran-owned (SDVO), and small businesses (SB), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business on a daily basis.

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. African American, persons having origins in any of the Black racial groups of Africa;
- b. Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, persons who have origin in any of the original peoples of North America ;
- d. Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Minority-owned business (MOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals.

Woman-owned business (WOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women.

Service Disabled Veteran-owned business (SDOV) is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service connected. Meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service disabled veteran.

Small Business (SB) is a continuing, independent, for profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars (\$10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

Subcontractor/Consultant Statement
(TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

We _____ do certify that on the
(Bidder/Proposer Company Name)

_____ (Project Name)
\$ _____
(Amount of Bid)

Please select one:

Option A: Intent to subcontract using Diverse Businesses

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay is:

\$ _____.
Estimated Amount of Subcontracted Service

Diversity Business Enterprise Utilization			
Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business

Option B: Intent to perform work “without” using Diverse Businesses

We hereby certify that it is our intent to perform 100 % of the work required for the contract, work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____ TITLE: _____
(Authorized Representative)

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____