Warren County Schools

Plant and Operations

2016-17 Termite Control

Request for Proposal (RFP) N0. 16176

Termite Treatment Services and Monitoring Bid

The Warren County Board of Education takes this opportunity to announce that we are requesting bids for **Termite Treatment Services**. All bids should be delivered to the:
Warren County Administration Building Purchasing Department
201 Locust St. Suite 1
McMinnville, TN 37111

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Bids will be accepted prior to *(date)* _____ *(time)*_____ at which time they will be publicly opened and examined.

Late bids will not be considered.

Enclosed is a bid packet, which outlines the items being solicited and instructions which describe the submission of the bid.

Sincerely,
Donnie Caldwell

Warren County Schools Plant and Operations
Facilities Director

LIST OF SITES/SCHOOLS

SENIOR HIGH SCHOOLS (1 school)

(1) Warren County Senior High School
199 Pioneer Lane
McMinnville, TN
(square footage of building: 290,000 / total acres: 75)

MIDDLE SCHOOLS (1 school)

(2) Warren County Middle School
200 Caldwell Street
McMinnville, TN
(square footage of buildings: 190,000 / total acres: 37)

PRE K-5 ELEMENTARY SCHOOLS (3 schools)

(3) Bobby Ray Memorial Elementary School
504 North Chancery Street
McMinnville, TN
(square footage of buildings 112,860 / total acres 15)

(4) Hickory Creek Elementary School
270 Pioneer Lane
McMinnville, TN
(square footage of building 89,000 / total acres 25)

(5) West Elementary School
400 Clark Blvd.
McMinnville, TN
(square footage of building 70,745 / total acres 12)

PRE K-8 ELEMENTARY SCHOOLS (5 schools)

(6) Centertown Elementary School
376 Warrior Blvd.
McMinnville, TN
(square footage of building 71,221 / total acres 32)

(7) Dibrell Elementary School
1759 Mike Muncey Road
McMinnville, TN
(square footage of building 109,000 / total acres 39)

(8) Eastside Elementary School
2121 Old Rock Island Road
Rock Island, TN
(square footage of buildings 61,740 (including Portable Classrooms) / total acres 12)

(9) Irving College Elementary School
115 Dry Creek Road
McMinnville, TN
(square footage of building 39,411 / total acres 12)

(10) Morrison Elementary School
500 South Fair Street
Morrison, TN
(square footage of building 73,155 / total acres 28)

OTHER SITES/FACILITIES

(11) Warren Academy School
421 North Spring Street
McMinnville, TN
(square footage of buildings 7,760 (including Portable Classroom / total acres 1)

(12) Warren County Schools Administration
2548 Morrison Street
McMinnville, TN
(square footage of building 19,510 / total acres 6.5)

(13) Transportation Department
129 Middle School Drive
McMinnville, TN
(square footage of buildings 7,600 total acres included on Middle School Campus)

(14) High School Annex Building
111 Middle School Drive
McMinnville, TN
(square footage of building 6,400 / total acres included on Middle School Campus)

(15) Special Ed Services Building (old auto shop building)
Middle School Drive
McMinnville, TN
(square footage of building 6,400 / total acres included on Middle School Campus)

(16) Maintenance Department and Office
345 Pioneer Lane
McMinnville, TN
(square footage of buildings 6,000 / total acres included on High School Campus)

(17)Pre-Pioneer Building
Pioneer Lane
McMinnville, TN
(square footage of building 1,080 / total acres included on High School Campus)

(18)Warren County High School Welcome Center
Pioneer Lane
McMinnville, TN
(square footage of building 96 / total acres included on High School Campus)

(19)Warren County High School Baseball Press Box and Field House
Pioneer Lane
McMinnville, TN
(square footage of building 7,295 / total acres included on High School Campus)

(20)Warren County High School Softball Press/Concession Box and Field House
Pioneer Lane
McMinnville, TN
(square footage of buildings 5,376 / total acres included on High School Campus)

(21)Warren County High School Soccer Concession/Press Box
Pioneer Lane
McMinnville, TN
(square footage of building 900 / total acres included on High School Campus)

(22)Warren County Middle School (Nunley Stadium-Press Box/Concession/Bathrooms)
Caldwell Street
McMinnville, TN
(square footage of buildings 3,840 / total acres include on Middle School Campus)

SPECIFICATIONS

Termite Treatment Services

1. GENERAL INTENT

The intent of these specifications are to establish pricing for termite treatment services required by the Warren County Board of Education to all facilities mention in this bid on an "as needed" basis. The successful vendor shall be responsible for providing all labor, tools, materials, equipment, and pesticide necessary to accomplish the termite control for all areas and buildings, including but not limited to: all rooms, closets, lounges, toilets, hallways, stairwells and basements. Upon request, the vendor shall perform a termite treatment service at a specific site covered under this agreement. The treatment shall comply with all professional standards and applicable laws and rules of the Tennessee Pest Control Commission.

2. PERFORMANCE PERIOD

This bid will establish a contract to remain open for a three-year period, beginning with contract award, with an option to renew for an additional one-year period at the same terms up to three (3) years and conditions before bidding out again, if agreed to by both parties.

3. PRICING

Bidders shall provide a price per linear foot for termite treatment services.

4. BID ACCEPTANCE PERIOD

A thirty (30) day period from bid closing date is generally allowed to review and evaluate responses. There is an expectation that all processes will be completed during this time. If we envision the process will not be completed by the end of the thirty (30) day period, the district will request a time extension. In the event no extension is requested, the solicitation shall be deemed canceled.

5. BASIS FOR AWARD

Award will be issued to the bidder who meets or exceeds specifications and offers the lowest net cost to the Board. The Board reserves the right to accept that bid which, in its judgment, best serves the interests of the Board, without regard to the same being the lowest bid.

6. SCOPE OF WORK

Services under this contract will be rendered on an "as needed" basis at any of the School Board facilities. Extermination shall be effective against all types of termites normally found in this region. The successful bidder shall have adequate certified technicians and the ability to completely treat sites as requested.

The successful vendor will be required to provide a written disclosure detailing the exact area that will be treated, the treatment specifications, linear feet to be treated, terms of warranty or guarantee, chemical label, and chemical volume to be used.

Services will be requested by a representative of the Maintenance & Operations department as needed. Services shall be rendered during the time period given by the representative of the Maintenance & Operation department. A representative of the Maintenance & Operations department must be present at time of treatment to sign for completion of work. Properly signed service tickets must be presented with the invoice for proper payment. If a call back is required after the initial extermination service is provided, the successful bidder shall respond by the next business day.

The Warren County Public School System assumes no responsibility for accidents occurring while servicing the school property. The District does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by Maintenance & Operations Department.

Any penetration or drilling of access parts to accomodate the treatment of our facilities must be coordinated so as not to disrupt or create friable asbestos at any locations.

7. DOCUMENTATION

Bidders must attach the following to the bid response. Failure to do so will subject the bidder to disqualification.

A. A complete listing of all proposed chemicals to be used for treating Warren County Schools, including the:

1. Brand Name
2. Manufacturer's name, address and product number
3. EPA registration number
4. Dilution ration and proposed strength for actual use.

B. Complete manufacturer's specifications and federally approved Material Safety Data Sheets for all proposed chemicals must be included with the proposal.

C. The successful bidder will be required to comply with the State of Tennessee Law for Public Schools including, but not limited to, the following:

1. Post notices of when and where pesticides are to be used.
2. Make product information and Materials Safety Data Sheets for the pesticide(s) being used available for public review.
3. Post telephone numbers (as part of the notice) at which emergency information about the pesticide may be obtained.
4. Retain for five (5) years of Material Safety Data Sheets and other documents relative to the pesticide(s).

D. Bidders must include a photocopy of the company's current State of Tennessee Pest Control and Termite License and the current State of Tennessee Pest Control and Termite Certification of each employee that will be servicing any Warren County Schools facility.

8. NOTIFICATION BEFORE TREATMENT

It is the responsibility of the successful bidder to notify the site administrator and Maintenance Department personnel at least 48 hours prior to treatment. Warning signs must be posted by the successful vendor.

9. SIGN SPECIFICATIONS

At the time of application, the contractor shall be responsible for posting a sign at the primary point(s) of entry to the treated area(s). The sign shall be at least 4" x 5" in size and made of sturdy, weather resistant material. The printing shall be in contrasting colors to the background of the sign. The bottom edge of the sign shall be eight (8) to twelve (12) inches above the ground.

The wording and format must include but need not be limited to the following:

CAUTION in 72 point 11/16"

PESTICIDE APPLICATION
and KEEP OUT in 30 point 9/32"

SYMBOL 2"

Upon completion of every application of pesticides for structural pest control and upon the installation or modification thereof of any other termite control system in a structure, the contractor shall be responsible for leaving at the structure, with the owner, manager or custodian of the property, a statement bearing the following information:

1. Address of property treated.
2. Name and telephone number of company.
3. Name of applicator.
4. Specific area(s) treated, including the complete brand name of the pesticide product or system as it appears on the label, amount and concentration or pesticide or other material applied and method of application.
5. Target pest(s) for which applied.
6. Application date.
7. Any post-application precautions which must be followed.

Application of approved termiticide:

A. Approved termiticides shall be those registered by the US Environmental Agency (EPA) and/or the Tennessee Dept of Agriculture. Under no circumstances shall the concentration applied be lower than the minimum nor greater than the maximum concentration specified on the product label for the termiticide as a soil termiticide application. Termiticide applications may be made to a structure only if children or students are not expected to be present in the structure for a minimum of three (3) hours after application. If the products label directions specify a longer reentry interval then the longer reentry interval shall apply.

10. SAFETY AND SECURITY REQUIREMENTS

A. All employees of the contractor are required to wear uniforms and identification badges while on school property.
B. If students are on site, they must be kept away from area of work while work is in progress.
C. No materials, chemicals, equipment or tools shall be left unattended.
D. All employees of the contractor shall be required to sign in when arriving and sign out when departing site.

11. ON-SITE VISITS

The successful vendor shall not utilize, in the performance of this contract, any employee who has been convicted of a felony. The vendor and/or any employee must submit a security/background check. The successful vendor shall submit copies of all security/background checks requested within twenty-four (24) hours of a request by the District for such information. Failure to complete or submit any security/background check requested by the District, may result in immediate cancellation of the contract. The successful vendor shall also ensure that all employees making on-site visits adhere to the District's drug-free workplace policy.

12. CLEAN UP

All areas of work shall be left in a clean condition. All debris shall be removed on a daily basis.

Any damage done by the contractor's personnel to any part of the building, equipment, furniture, fixtures, landscaping or any other items owned by Warren County Schools shall be repaired or replaced in an acceptable manner at no cost the Warren County Schools.

13. REFERENCES

The company must provide at the time of bid opening a list of names and addresses and a contact person from three (3) commercial accounts having served during the last three (3) years. The company receiving the bid award must name a contact person. Failure to submit the requested information, may result in rejection of bid

14. WARRANTY

Upon completion of a termite treatment service, the vendor shall issue a "Termite Warranty" for the site. The warranty will permit, for one year from date of issuance, re-treatment (as necessary) and as determined by the district at no additional cost to the School District.

15. TERMINATION FOR CAUSE/DEFAULT

In case of failure to deliver the material or services in accordance with the contract terms and conditions, the Warren County Board of Education, after due oral or written notice, may procure them from other sources and hold the bidder(s) responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Board may have.

Specifically, if, through any cause, the bidder(s) shall fail to fulfill in a timely and proper manner their obligations under this contract, or if the bidder violate any of the covenants, agreements, or stipulations of this contract, the Board shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination.

Notwithstanding the above, the bidder shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of contract by the bidder. The Board may withhold any payments to the bidder for the purpose of set off until such time as the exact amount of damages due to the Board from the vendor is determined.

16. TERMINATION FOR CONVENIENCE

The Board reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Director of Schools determines that such a termination is in the best interest of Board. Any such termination shall be effected by delivery to the vendor, at least ten (10) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the vendor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the vendor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

17. CONTRACT TERM

Contractor awarded bid will have a three (3) year contract.

INSURANCE REQUIREMENTS

Before performing any work on the awarded contract, the successful bidder shall procure and maintain, during the life of said contract, insurance coverage as listed below. The policies of insurance shall be primary and written on forms acceptable to the School Board and placed with insurance carriers approved and licensed by the Insurance Department in the State of Tennessee. No changes are to be made to these specifications without prior written specific approval by the School Board.

1. Worker's Compensation Insurance. $1,000,000 limit for Employers Liability and a Waiver of Subrogation in favor of Warren County Board of Education.

2. Commercial General Liability. Including but not limited to bodily injury, property damage, contractual and personal injury with limits of not less than $100,000 combined single limit per occurrence, $500,000 per project aggregate covering all work performed under this contract.

3. Automobile liability. Bodily injury and property damage including all vehicles owned, leased, hired and non-owned with limits of not less than $1,000,000 combined single limit covering all work performed under the contract. (Limits may be satisfied by combining an Umbrella form and Automobile Liability form for a combined total limit of $1,000,000). Each bidder shall submit a certificate of insurance and liability/collision coverage for drivers who will transport vehicles to and from Board property. The successful bidder shall be required to list the Board as additionally insured.

4. Umbrella Liability. With limits of not less than $1,000,000 per occurrence covering all work performed under this contract.

5. The Board, its officers and/or officials, employees and volunteers shall be named as insured sunder awarded bidder's insurance policy for the duration of this contract.

1. General Aggregate $2,000,000
2. Products-Com/OP.AGG $2,000,000
3. Each Occurrence $1,000,000
4. Damage to Rental Premises (each occurrence) $100,000
5. Med. Exp. (any one person) $5,000
6. Personal and Adv. Injury $1,000,000

REFERENCES OF AT LEAST THREE ORGANIZATIONS SUPPLIED:

1. Company Name: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

2. Company Name: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

3. Company Name: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the Warren County Schools, its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

Employment Discrimination by Contractors Prohibited

Every Contract shall include the following provisions:

1. *During the performance of this contract, the contractor agrees as follows:*
    a. *The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.*
    b. *The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that such contractor is an equal opportunity employer.*
    c. *Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.*

Drug-free Workplace

Every contract shall include the following provisions:
During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the contractor that the contractor maintains a drug-free workplace.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Smoking Policy

Workers are not allowed to smoke on campus, during school time and within 50 feet of any buildings at all time (property of Warren County Schools).

Criminal Background compliance Affidavit

Contractor must submit the criminal background compliance affidavit on any employees that is working on the school site. .

Faith Based Organizations

Warren County Schools does not discriminate against faith-based organizations.

Exemption from Taxes

The County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the County's tax exempt status will be furnished by County of Warren on request.

Criminal Background Compliance Affidavit

State of Tennessee

County of Warren

*The undersigned, principal officer of_____, * an employer contracting with Warren County Board of Education to provide services having direct contact with children or access to grounds of a Warren County public school, hereby states under oath as follows:*

1. *The undersigned is a principal officer of_____ * (hereinafter referred to as the Company), and is duly authorized to execute this affidavit on behalf of the Company.*

2. *The Company submits this Affidavit pursuant to T.C.A. 49-5-413 as amended effective September 1, 2007 for entities entering into contracts with a local board of education where the company's employees will have direct contact with school children or access to the grounds of a school when children are present. It is the duty of the Company to require applicants supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds and to take certain other actions based upon the results of the records check.*

3. *The Company is in compliance with the terms of T.C.A. 49-5-413.*

Further affiant saith naught.

**The Company's Name*

NOTARY

Principal Officer

State of_____

County of _____

Before me personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she is the _____ of _____, and is authorized to execute this instrument on behalf of the principal for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____,

_____

Notary Public

My commission expires: _____

TERMITE TREATMENT BID SUBMITTAL FORM

Item #	Description	Cost Per Linear Foot
1	Termite Treatment Fee	

Item #	Description	Cost Per Site	
2	Termite Monitoring Services Annually to check each site and make recommendations for treatment. Provides Reports annually during the month of September	Site	Cost
		Bobby Ray all buildings	
		Dibrell	
		Eastside and Portables	
		Hickory Creek	
		Irving College	
		Morrison	
		Middle School all buildings	
		West Elem and Portable	
		Warren Academy and Portable	
		Transportation all buildings	
		Pre-Pioneer Bld.	
		H.S. Annex	
		Special Ed Bld.	
		Welcome Ctn.	
		H.S. Baseball all buildings	
		H.S. Softball all buildings	
		H.S. Soccer all buildings	
		H.S. Football Storage bld.	
		Nunley Stadium All buildings	

Contractor Name:_____

Name of Contractor:_____ **Phone Number**_____

Address: _____

Contact Person:_____ **Phone Number**_____