KNOX COUNTY GOVERNMENT

AND

ORKIN LLC.

This Contract made and entered into this _____ day of _____, 2024 by and between **Knox County Government** through its governing body and authorized representative, hereinafter referred to as **"Knox County" and Orkin LLC.** hereinafter referred to as **"Contractor."**

Whereas, County requested sealed bids for the provision of Pest Control Services for Knox County Government, (Invitation for Bid 3519);

Whereas, Contractor submitted a Bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by Knox County;

Whereas, Contractor agrees and undertakes to provide Pest Control Services to Knox County, as set forth in the Invitation for Bid, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the Knox County Government, the Contractor agrees in all respects, to be governed by the Invitation for Bid specifications and the Contractor's response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this contract. This contract commences on the 1st day of June 2024 and ends the 31st day of May 2025, unless terminated in conformity with the terms of this contract as contained in paragraphs 7 and 8. Upon the mutual agreement of Knox County and the Contractor, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years.

2. Payment. Knox County shall pay Contractor the amount as agreed upon in Knox County's Invitation for Bid 3519 for Pest Control Services as follows:

See Attachment "B" Contractor's Written Response to Invitation for Bid 3519

pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed.

3. Placement of Orders. Knox County departments and agencies will place orders with the Knox County Procurement Division. Knox County Procurement will issue purchase orders to the Contractor. Only purchase orders issued by Knox County Procurement shall be honored.

4. Invoicing and reporting requirements. Contractor shall invoice Knox County upon the successful completion of all aspects of a particular job. Contractor is hereby cautioned that it can take a minimum of 30 days to process invoices.

As several different departments may use this contract, please adhere to the following guidelines:

For KCSMO mail all invoices to:

Knox County Schools Maintenance & Operations
Purchasing Supervisor
900 East Fifth Avenue
Knoxville, Tennessee 37917

For Knox County Departments mail all invoices to:

The address listed on the Purchase Order for the ordering department.

5. Pricing and Escalation. Contractor warrants that the unit pricing stated in Attachment "B" shall remain firm for a period of one (1) year from the first day of the contract period. If the Contractors price is increased after the first year, Knox County must give written approval before the increase shall become effective. Requests for price adjustments must be submitted at least sixty (60) days in advance of the date the price increase is requested. Justification for the requested adjustment (costs of labor and/or materials) must be accompanied by appropriate documentation.

6. Safety. The successful vendor shall exercise all safety measures associated with the services to be performed under this contract and hereby warrants that all employees working under this contract have been trained in the proper and safe practices of Pest Control Services and related duties.

7. Termination. Knox County may terminate this contract with or without cause, upon written notice of not less than thirty calendar days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed written permission of Knox County. The agencies utilizing this Contract may also terminate their individual participation by written notice.

Should the Contractor fail to provide Pest Control Services as detailed herein, Knox County will communicate the **problem(s) to the Contractor** verbally and keep a written record as to what the problem(s) are and when the contractor was contacted. **The Contractor shall have 72 hours** to rectify the problems. If the same or other problems persist or reoccur, Knox County may terminate the contract.

In the event Contractor intends to interrupt or discontinue service under this contract, Contractor agrees to give Knox County 90 day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance or service without said advance written notice shall constitute a material breach of this contract.

8. Appropriations. In the event no funds are appropriated by Knox County for Pest Control Services in any fiscal year or insufficient funds exist to provide the services, then the contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party.

9. Independent contractor. Contractor and Contractor's employees shall serve as independent contractors and County shall not be in any manner responsible for any payment, insurance, or incurred liability.

10. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of Pest Control Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

11. Criminal background check. Contractor agrees to comply with Tennessee Code Annotated Section 49-5-413. As required under the statute, Contractor will provide fingerprinting and criminal history records checks, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation, for all employees, subcontractor personnel and students that will enter the grounds of any of the schools (previously defined as premises) in performance of the Services in this contact before permitting the employee, subcontractor personnel or student to have contact with students or enter school grounds when students are present. Criminal background checks are the expense of the Contractor. If the employee or subcontractor personnel has previously had a criminal history check in accordance with Tennessee Code Annotated Section 49-5-413, Contractor shall provide a copy of the criminal background check to the Knox County and this will serve as compliance with said requirement.

12. Severability clause. If any provision of this contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

13. Prohibition against assignment. Contractor shall not assign this contract to any party, company, partnership, incorporation, or person without prior specific written consent of Knox County.

14. Jurisdiction. This Contract shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

15. Right to inspect. Knox County reserves the right to make periodic inspections of the manner and means the services are performed.

16. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

17. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this contract and make such materials available at their offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract for inspection by Knox County or by any other governmental entity or agency participating in the funding of this contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that **represent the Contractor's costs** of manufacturing, acquiring or delivering the products and services governed by this contract.

18. Limitations of liability. In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

19. Contractor shall indemnify, defend, save and hold harmless, Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the **contract by Contractor**, its subcontractors, agents or employees or due to any negligent act or occurrence or omission or **commission of Contractor**, its subcontractors, agent, or employees.

20. Delivery. Contractor shall render Pest Control Services for Knox County in accordance with the **Contractor's** schedule and coordinated with Knox County or its designee.

21. Contract documents. It is mutually agreed by both parties that the following documents are made part of this contract and are incorporated herein by reference:

a. Invitation for Bid 3519
b. Contractor's Written Response to Invitation for Bid 3519

It is agreed that this contract, represents the **entire contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this contract to be executed on the day and year first above written.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County board of Education on the _____

Day of _____ , 2024, as reflected in its minutes, and certified by its Chairperson.

_____ _____
BOARD CHAIR – Signature **BOARD CHAIR – Printed Name**

Date _____

KNOX COUNTY GOVERNMENT

_____ _____
MAYOR – Signature **MAYOR – Printed Name**

Date _____

KNOX COUNTY LAW DIRECTOR

CONTRACT #: 24-271(b)
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

Gary Dozier
_____ _____
Law Director's Office – Signature **Law Director's Office – Printed Name**

Date 4/15/2024

ORKIN LLC.

_____ _____
AUTHORIZED SIGNATURE **PRINTED NAME**

DATE _____

Attachment "A"

Invitation for Bid #3519

Pest Control Services

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Pest Control Services** as specified herein. Bids must be received by **2:00 p.m.** on **March 12, 2024**. Late bids will neither be considered nor returned.

Deliver Bids To:

Bid Number 3519
Knox County Procurement Division
1000 North Central Street, Suite 100
Knoxville, Tennessee 37917

The Bid Envelope Must Show The Company Name, Bid Number, Bid Name & Bid Opening Date

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Donnie Fawver, CPPB, Senior Buyer, Construction and Contract Specialist at 865.215.5756. Questions may emailed to donnie.fawver@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of sixty (60) business days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bids.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call or 1.866.858.4443 (toll-free). You can also file a report online by accessing http://www.knoxcounty.org/hotline/index.php. **Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**

1.5 **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, which presents the product and service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an item-by-item basis, schedule basis, an all-or-none basis or by a multiple award. The evaluation criteria is listed herein. Knox County also reserves the right to not award this bid.

1.6 **BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time. Electronic submissions are recorded electronically. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hour prior to the bid opening time.

Responses must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

1.7 **BIDS REQUESTED ON BRANDS OR EQUAL:** Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions particular to specific brand products are made to establish a required level of quality and functional capabilities and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. It shall be the responsibility of the bidders, including bidders whose product is referenced; to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.

1.8 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, CPPB Business Outreach Administrator
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

1.9 **CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next full operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.10 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.

1.11 **DESCRIPTIVE LITERATURE:** Vendors must identify the manufacturer and the specifications to which they are submitting.

1.12 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.

1.13 **DRUG-FREE WORKPLACE:** If **Contractor** has five (5) or more employees receiving pay: **Contractor** shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and shall Provide the Affidavit required by Public Acts, 2000, Chapter 918. **Contractor** shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918.

1.14 **DUPLICATE COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy. No additional copies are required when submitting electronically.

1.15 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division will accept, and strongly encourages, electronically transmitted bids through the County's online Procurement system. Email and Facsimile submission is strictly prohibited.

1.16 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.17 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

1.18 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.

1.19 **NEW MATERIAL:** Unless specified otherwise in the bid package, the Contractor must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components and end products. Contractor submission of other than new materials may be cause for the rejection of their bid. Knox County will not allow remanufactured or refurbished parts/equipment allowed under this Contract.

1.20 **NON-COLLUSION:** Vendors, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.21 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from Knox County Procurement Division via email. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County E-Commerce Card (VISA). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor will accept the Knox County E-Commerce Card (VISA) as a form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

1.22 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

1.23 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

1.24 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.

1.25 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids be sent electronically. Bids being submitted on paper shall:

- Be submitted on recycled paper;
- Not include pages of unnecessary advertising;
- Be made on both sides of each sheet of paper.

1.26 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bids (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division before **February 29, 2024 at 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.

1.27 **SIGNING OF BIDS:** **In order to be considered all bids must be signed. Please sign the original in blue ink.** By signing the bid document, the vendor acknowledges and accepts the terms and conditions stated in the bid document. The submission of your electronic bid will be the acknowledgement of signature.

1.28 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.29 **TERM BID AGREEMENTS:** If this bid results in a term bid Contract with the vendor, Knox County must receive all general price decreases that other similar customers receive.

1.30 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq.It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.31 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection. The use of any other form(s) may be just cause for disqualification.

1.32 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.

1.33 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS*** must be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/procurement and click on "Online Vendor Registration." Vendors must be registered with the Procurement Division prior to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours prior to the bid opening time.

1.34 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

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

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

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

2.7 **CRIMINAL HISTORY CHECK:** Any and all contractors, sub-contractors, successful vendors, vendor employees and school employees agree to comply with Tennessee Code Annotated Section 49-5-413. Tennessee Code Annotated Section 49-5-413 requires that all parties providing services at Knox County Schools must submit to a criminal history records check at their expense.

The criminal history check is to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the party to have contact with students or enter school grounds when students are present.

2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract.

Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.9 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.10 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bids, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.11 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.12 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.13 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

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

2.15 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.16 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.17 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.18 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bids, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.19 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.20 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.21 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.22 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of its bid or proposal and signature that it is current in its respective Federal, State, County and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.23 **TERMINATION:** County may terminate this agreement by written notice immediately in its sole discretion for cause, or without cause upon written notice of not less than thirty (30) days. Upon termination with or without cause, Contractor shall not perform additional work without written permission of County. Upon termination with or without cause, County will pay for services satisfactorily completed but not yet invoiced.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense. Any additional and/or supplemental warranties or guarantees will be considered in the evaluation.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of these specifications is to set forth and convey to prospective bidders the general type, character and quality of Pest Control Services desired by Knox County and Knox County Schools Maintenance & Operations (KCSMO). Award will be based on Best Value. Best value means more than low cost. It includes initial cost, service quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of product or services that are provided. Acceptance may require a specific written action by Knox County so stating.

3.3 **ADDITIONS/DELETIONS:** Knox County reserves the right to add/delete items to this bid. Additional products/services will be agreed upon by both parties in writing.

3.4 **AWARD STATUS:** Knox County intends to issue a one-year (1) award. Upon the mutual agreement of each vendor, Knox County and KCSMO, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Knox County and KCSMO reserve the right to purchase these services from other sources if the need arises. Knox County and KCSMO reserve the right to revoke the award if a pattern of unavailability arises with the vendor.

3.5 **CHANGES AFTER AWARD:** It is possible after award that Knox County may change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Contractor(s). Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor(s) can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor(s) if they will lower the cost to Knox County and/or provide improved service.

3.6 **COMMUNICATIONS WITH THE CONTRACTOR:** Upon award, KCS will communicate extensively and continually with the Contractor. While information may occasionally be transmitted via telephone, it should always be followed up with an or e-mail confirmation. Due to the volume of information that must be transmitted, it is essential that the Contractor have an efficient and properly functioning email. Ideally, the Contractor will have e-mail capabilities.

3.7 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Contractor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Contractor shall bear all costs arising from them.

3.8 **CONTACT PERSONNEL:** It shall be essential to the success of this contract to develop a good working relationship with the successful Contractor. It is imperative that the KCS account be handled efficiently and professionally. KCS should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one or both contacts leave the KCS account, the successful Contractor shall formally introduce the new contacts to KCS personnel. These contacts must be knowledgeable of the KCS account to avoid any interruption of service.

3.9 **ENTRANCE TO KNOX COUNTY SCHOOL SITES:** Only authorized employees of the successful Contractor(s) are allowed on the premises of KCS buildings. Contractor(s) employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Contractor(s). All employees must wear a company uniform or name badges identified with the Company name at all times. Contractor and/or employees of contractor must contact KCS prior to reporting to a site for work.

3.10 **EVALUATION CRITERIA:**

Pricing	**60 Points**
Vendor Experience, Capabilities and Resources	**40 Points**

Bidders are advised that these criteria are edified by all of the criteria contained or asked for herein.

3.11 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder(s). This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source.

Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.12 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or sub-contract or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a sub-contractor under a contract to the prime contractor or higher tier sub-contractor or a person associated therewith, as an inducement for the award of a sub-contract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or sub-contractor under Knox County contracts.

3.13 **IDENTIFICATION AND UNIFORMS:** Employees of the Contractor shall have proper photo identification displayed, at all times, while on School property. If needed, KCS can provide temporary photo identification for a fee of $2.50 per badge. Additionally, as appropriate, Contractor is encouraged to have its employees in a standard uniform. This is a preference but not a requirement. Additionally, many schools require visitors to obtain and wear visitor passes issued by that particular site. If so, visitors will obtain such pass and display it as instructed.

3.14 **INSURANCE:** The successful Vendor(s) must carry the insurance as indicated on the Insurance Checklist Attachment hereto. As proof of the Vendor's willingness to obtain and maintain the insurance, the Vendor must complete, sign and have its insurance agent sign the attachment and submit it with the bid.

Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) including any corresponding endorsement page(s) with the specified coverage and listing Knox County as an additional insured. It shall be the successful vendor's responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the project is in effect.

3.15 **INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable.

3.16 **INVOICING REQUIREMENTS:** As several different departments may use this Contract, please adhere to the following guidelines:

FOR KCS MAIL ALL INVOICES TO:
Knox County Schools Maintenance & Operations
Purchasing Supervisor
900 East Fifth Avenue
Knoxville, TN 37917

FOR ALL OTHER KNOX COUNTY DEPARTMENTS MAIL INVOICES TO:
The Remit to Address on the Purchase Order

The following general guidelines apply to all departments. However, each department may have additional or slightly different needs, which they will communicate to you.

TRACKING NUMBER: All invoices must have one (1) of our tracking numbers on them or they will be returned. You will only have one (1) number per invoice.
INVOICE DETAIL: At a minimum, these items must be shown on the invoice:

- The grand total amount
- An itemized list detailing the description, quantity and cost of each item or service provided (not if the job was a "Not to Exceed" project).
- The location delivered to (Such as XYZ School or Maintenance 5th Avenue)
- The date the work/materials were delivered
- A statement that the price invoiced is per the bid/quote.
- The tracking number (purchase order or encumbrance number)

SUBMIT ONE (1) ORIGINAL INVOICE AND ONE (1) COPY.
INVOICES ARE TO BE ORIGINAL, WITH A UNIQUE REFERENCE NUMBER. PREFERABLY INVOICES WILL BE WHITE.
REVIEW OF INVOICES: Invoices will be reviewed for adherence to bid terms and/or the quotation.
FAILURE TO FOLLOW GUIDELINES: Failure to follow these guidelines may slow down the payment process, while following these steps will help you receive payment faster. Variation from the terms of our bids is strictly prohibited. It will help speed your payment if your invoice notes the bid number or name. It

will be even more helpful if your invoice clearly states that the charges are in accordance with the bid or quotation terms.

JOB/SERVICE TICKETS: Job/service tickets that substantiate the invoice must accompany the invoice. The original job/service tickets will be given to the requesting department. Copies must accompany the invoice.

UNPAID INVOICES: If invoices are unpaid after thirty (30) calendar days, please contact KCS to ascertain their status.

3.17 **INVOICING PROCEDURES:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency to this Contract may require different invoicing information and procedures. This information and procedures shall be provided to the successful Contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included. Invoices shall be sent to the "Billing" address printed on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business invoices specify the department that desired to purchase from you. Do not credit payments to any other department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing.

3.18 **LICENSING:** Throughout the term of this contract, the vendor shall maintain a current license issued by the Tennessee Department of Agriculture, Division of Regulatory Services.

3.19 **MOST FAVORABLE PRICING:** Contractor agrees to guarantee that Knox County will receive the lowest price offered by your company for similar services and products. If at any time during the Contract period your company offers a lower price to another customer and prior notification of said price reduction is not properly communicated to Knox County, upon discovery Knox County reserves the right to take any or all of the following actions:

3.19.1 Cancel the Contract, if it is currently in effect;
3.19.2 Determine the amount that the participating agency was overcharged and submit a request for payment from the Contractor for that amount.

3.20 **NEWS RELEASES BY CONTRACTORS:** As a matter of policy, KCS does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of KCS.

3.21 **NO CONTACT POLICY:** After the date and time that the Contractor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this bid is strictly prohibited. Any such unauthorized contact may cause the disqualification of the Contractor from this procurement transaction.

3.22 **PRICING:** Vendors are to quote a firm fixed price for the services noted herein for the next twelve (12) months. At renewal time, the vendor may request a price increase. Proof of price increase must be supplied to the Knox County Procurement Division and KCSMO. Knox County and KCSMO reserve the right to accept or reject the requested price increase. If the price increase is rejected the vendor may:

3.22.1 Continue with existing prices.
3.22.2 Not accept the renewal offer.
3.22.3 Request a lower price increase.

Any price increase shall be tied to the Consumer Price Index (CPI) for all Urban Consumers; the most recent month in effect at time of renewal(s) will be used to determine CPI cap. However, Contractor(s) must submit proof of price increase. If a price increase is approved by Knox County Procurement and the requesting department the approval notification will be done in writing and the Contractor(s) will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

3.23 **QUANTITIES:** Knox County does not guarantee any quantities to be purchased from this term Contract. Knox County does not have an exact dollar amount that was procured for these types of goods/services.

3.24 **RECORDS:** Vendor will maintain records of items and quantities purchased by Knox County and make them available on request.

3.25 **REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.

3.26 **REQUIREMENTS CONTRACT ACKNOWLEDGEMENT:** Bidders acknowledge that the agreement that will be entered into as a result of this solicitation will be a Requirements Agreement. KCS will have no obligation to the Contractor if services are not required. However, the present expectations of those who are planning for KCS for the period of the Contract indicate the need for these services. The Contractor understands and agrees that KCS is under no obligation to the Contractor to purchase any services.

3.27 **SAFETY DATA SHEETS (SDS):** As part of our efforts to comply with the OSHA Hazardous Chemical Communication Law (1910.1200), each vendor must furnish, the most current Safety Data Sheets (SDS) for all chemical products that you are bidding on. If, however, the material is non-hazardous, then a letter or statement should accompany the bid indicating the same.

Submit the SDS Sheets to:

Purchasing Supervisor
Knox County School Maintenance
900 East Fifth Avenue
Knoxville, TN 37917

and

Knox County Schools Food Service Department
P.O. Box 2188
Knoxville, TN 37902

3.28 **SCHEDULING OF WORK:** Vendor(s) shall cooperate with School officials in performing work so that interference with the normal program will be held to a minimum.

3.29 **SUB-CONTRACTING:** Any sub-contracting must be approved, in advance, by Knox County and the KCSMO. Knox County and the KCSMO may terminate the contract if subcontracting is done without approval.

3.30 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **February 29, 2024** at **4:30 p.m.** local time. Submit questions as noted in Section 1.1.

3.31 **VALUE ADDED RELATIONSHIP:** Knox County and KCS intend for this bid to result in a relationship with a Contractor. Knox County and KCS desire a long-term relationship with a Contractor in which common goals are shared. Among those goals are:

3.31.1 Fair and equitable treatment of Contractor and owner.
3.31.2 Contractor expertise in methods of cost reduction. Contractors are encouraged to suggest ways in which costs can be reduced by product substitution or process modification.
3.31.3 Contractor involvement in the School system or a specific school on a non-business basis. One (1) example is involvement with the Knox County Schools Teacher Depot. The Teacher Depot accepts the donation of equipment and supplies for distribution to teachers.

3.32 **WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

SECTION IV SCOPE OF WORK

4.1 **BAIT:** Any rodent bait that is used must be placed in receptacles that are not accessible to the public. Approved bait boxes shall be used in all food areas in lieu of glue boards. In addition to normal treatment, if an infestation is present, additional treatment during periods when the facility is closed may be necessary. This procedure is to be conducted by the vendor if the circumstances require this approach. Also, if flies are present in a food area, the contractor should provide to the facility an approved product to control these pests.

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

4.3 **CONTACT PERSONS:** Knox County Schools shall appoint a contact person for each assigned location of this contract. Knox County Schools will provide a list showing each site and contact person to the successful vendor.

4.4 **EQUIPMENT:** The vendor will cover all initial inspections and treatment of each location and shall be subject to recall. The vendor shall supply between scheduled visits, any glue boards, roach bait stations, fly bait in summer, sticky papers and pyrethrum spray. These shall be at no additional cost to Knox County.

4.4.1 Additional durable equipment shall be priced in the bid as indicated in Section V.

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

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

4.6 **HOURS OF SERVICE:** The contractor agrees to provide service at times which will be the least disruptive to the normal operation of the Schools, Libraries and Sheriff's Department. Normal dismissal time for elementary schools is 2:30 p.m. while dismissal time for middle and high schools is 3:30 p.m. The custodial staff at each school maintains evening and night hours. However, those hours will vary from school to school.

On days that the students are not present the normal hours are 7:00 a.m. until 3:30 p.m. Admission to the building will be by the custodian except for the cafeteria and kitchen areas. These areas are accessible between 6:00 a.m. and 2:30 p.m. during the school year. Vendor shall schedule around lunch prep and serving times. During summer break, vendor shall coordinate access to these locked areas through the environmental department.

4.6.1 Vendors will be given a Knox County Schools Calendar for planning purposes. It shows the school vacations and the days that school is in session. Vendors are also advised that on occasion, special events will close the system. Such events are snow or ice, sickness and at other times as directed by the Superintendent. KCSMO will attempt to inform the vendors as these events occur. However, the vendor should listen to local radio and television channels to hear the latest news on school closings.

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

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

4.8 **INTEGRATED PEST MANAGEMENT PRINCIPLES:** The successful vendor must use an Integrated Pest Management program (IPM). The KCSMO wants the successful vendor to use an IPM in managing this account. Among the components of an IPM program are:

4.8.1 **OBJECTIVES:**

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

4.8.2 **INSPECTING, IDENTIFYING AND MONITORING:** IPM programs include identifying, monitoring, evaluating and choosing the appropriate method of control. Regular inspections and proper identification are key components to IPM programs. Monitoring Stations (monitors) are an essential component of an indoor IPM program. The following are to be included in a monitoring program:

- **a.** A floor plan of the site showing the number and location of each monitor. This is to be kept current by the vendor and placed into the Pest Control log book.
- **b.** Monthly inspection of each trap with the following information recorded on the approved form:
  - ✓ Date Checked
  - ✓ Monitor Number and Location
  - ✓ Monitor Condition (Either acceptable or replaced)
  - ✓ Number and species of pests monitored.
  - ✓ Other evidence of pests (cast skins, feces, rub marks) or damage
  - ✓ Need for additional pest management services
- **c.** Monitors are to be replaced at least every two (2) months or when the trap is full or no longer sticky-whichever comes first.
- **d.** The removal and disposal of insects after identification and number are confirmed.

4.8.3 **ACTION THRESHOLDS:** Pest management action is initiated when pest numbers exceed set action thresholds. Action thresholds for Knox County Schools are:

AVERAGE NUMBER TRAPPED PER ZONE	ACTION TO BE TAKEN
0	If none are caught for three months, convert monitoring to every two months and replace bait stations at six months.
1-2	Use bait stations on a routine basis. Check for sanitation problems.
3-6	Apply pesticides in cracks and crevices in locations near traps with cockroaches. Add or replace bait stations (do not spray near bait stations). Check sanitation now and in two weeks.
7-15	Complete crack and crevice treatment. Check sanitation and change monitoring of monitors to every two weeks.
Over 15	Conduct thorough inspection. Treat cracks and crevices. Replace bait stations. Monitor weekly.

4.8.4 **EQUIPMENT TYPICALLY USED IN AN IPM PROGRAM:** Following is a typical, though not exclusive, list of equipment used in IPM.

- **a.** Bait Boxes
- **b.** Bait Gels
- **c.** Bait Stations
- **d.** Dusters
- **e.** Insecticide
- **f.** Monitoring Devices
- **g.** Rodenticide
- **h.** Sprayers

4.8.5 **EVALUATING RESULTS AND RECORD KEEPING:** Accurate record keeping is essential to a successful IPM program. A log book at each site, as well as a master report to be furnished to Environmental Supervisor, shall include:

- **a.** **Floor plan showing where all monitoring stations are located throughout the building. A blank floor plan will be provided by KCSMO to awarded contractor.**
- **b.** A copy of the current EPA registered labels and current SDS for each pesticide product.
- **c.** Pest surveillance data sheets that systematically record the type and number of pest or other indicators of pest population levels found in the monitoring program for this site.

4.8.6 **STRUCTURAL MODIFICATIONS AND RECOMMENDATIONS:** The vendor shall be responsible for advising the Environmental Supervisor about any structural, sanitary or procedural modifications that would reduce pest food, water, harborage or access. Knox County Schools shall not hold the vendor responsible for carrying out structural modifications as part of the pest control effort. However, the vendor may be required to make minor applications of caulk and other sealing materials to eliminate pest harborage. The vendor shall obtain the approval of the Purchasing Supervisor prior to any application of sealing material or other structural modifications.

4.8.7 **NON-PESTICIDE METHODS PREFERRED:** The vendor shall use non-pesticide methods of control whenever possible. For example, Allergen-filtering portable vacuums rather than pesticide sprays shall be used for initial clean-outs of cockroach infestations, or swarming (winged) ants or termites and for control of spiders in webs whenever appropriate. Trapping devices rather than pesticide sprays shall be used for indoor fly control whenever appropriate. However, the proper and limited use of pesticides is critical to the success of the IPM.

4.8.8 **PESTICIDE USAGE:** Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any inside or outside area shall not occur unless visual inspections or monitoring devices indicates a potential insect or rodent infestation in the specified area. Preventative pesticide treatment of areas where surveillance indicates a potential insect or rodent infestation is acceptable on a case-by-case basis, as approved by the Environmental Supervisor.

4.8.9 **PESTICIDE APPLICATION:** When it is determined that a pesticide must be used to obtain adequate control, the vendor shall employ the least hazardous material, most precise application technique and minimum quantity of pesticide necessary to achieve control.

Containerized and other types of crack and crevice applied bait formulations, rather than sprays, shall be used for cockroach and ant control wherever appropriate. As a general rule, liquid aerosol dust formulations shall be applied only as a crack and crevice treatments with application devices specifically designed or modified for this purpose. Crack and Crevice is defined as an application of small amounts of insecticides into cracks and crevices in which insects hide or through which they enter a building.

Application of pesticide liquid, aerosol or dust to exposed surfaces and pesticide space sprays (including fogs, mists and ultra-low volume applications) shall be restricted to unique situations where no alternative measures are practical. Approval shall be obtained from the Environmental Supervisor prior to application.

4.8.10 **PESTICIDE STORAGE:** The vendor shall not store or dispose of any pesticide product on Knox County property.

4.8.11 **RODENT CONTROL:** As a general rule, rodent control inside a building shall be accomplished by trapping devices. All such devices shall be concealed out of the general view and in protected areas to not be affected by routine cleaning and other operations.

a.Trapping devices shall be inspected on a frequency approved by the Environmental Supervisor.

- **b.** Trapping devices shall not be used during periods when maintenance will be delayed by weekends, holidays or other similar breaks.
- **c.** The vendor shall be responsible for the proper disposal of all trapped rodents and rodent carcasses in an appropriate and timely manner.
- **d.** In those circumstances where rodenticides are needed inside buildings, the vendor shall obtain the prior approval of the Environmental Supervisor.
- **e.** All rodenticides shall be placed in EPA approved, tamper resistant bait boxes to be inaccessible to people, pets, wildlife and domestic animals.
- **f.** The lids of all bait boxes shall be securely locked or fastened shut.
- **g.** All bait boxes shall be securely attached or anchored to the floor, ground, wall or other surface so that the box cannot be picked up or moved.
- **h.** Bait shall always be placed in the baffle protected feeding chamber of the box and never in the runway of the box.

i. Bait boxes shall be labeled with the vendor's business name and address, dated by the technician at the time of installation and at each service.

j. Frequency of bait box servicing shall depend upon the level of rodent infestation.

4.9 **LEGAL AND PROPER APPLICATION OF PRODUCT:** The contractor shall be responsible for fully complying with all applicable federal, state and local pesticide laws and regulations.

4.9.1 Contractor shall verify surfaces are sufficiently dry and ready to receive treatment.
4.9.2 Beginning of application means acceptance of existing conditions.
4.9.3 Apply toxicants in accordance with manufacturer's published instructions. No product shall be used in any manner inconsistent with its labeling. All pesticides used shall be properly labeled for the control of the pests against which they are being used and label instructions shall be strictly followed.
4.9.4 Vendor may not switch products to be used without written permission from Knox County and KCSMO.

4.10 **OWNER COOPERATION:** KCSMO will extend cooperation to the vendor in order to achieve satisfactory pest control results. Specifically KCSMO will provide outlets for water and electricity as required. KCSMO will attempt to remedy conditions, which are conducive to the breeding or harboring of pests or dangerous insects that are reported to KCSMO.

4.11 **PESTICIDE PRODUCTS:** No pesticide shall be used in any manner inconsistent with its labeling. The contractor shall be responsible for the safe use and application of the pesticides used in the pest control program. Protective clothing, equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used. Contractor shall furnish manufacturer's specifications, descriptions and literature with the bid. **SAFETY DATA SHEETS MUST BE PROVIDED FOR EACH CHEMICAL THAT IS PROPOSED FOR USE. (Please see section 3.27)**

4.12 **PESTS TO BE CONTROLLED:** The contractor will control roaches, ants, silverfish, fleas, crickets, spiders, mites, beetles, moths, flying insects in the bee family, rats, mice, bedbugs, and other common household insects in and immediately adjacent to buildings. This excludes all wood destroying insects.

4.13 **RELATED SERVICES:** Knox County and KCSMO reserve the right to negotiate with the Contractor for the purchase of related pest control services such as extermination of wood borers, bats, birds and nuisance wildlife not specifically covered herein and to add (or delete) buildings or parts of buildings to (or from) the agreement.

4.14 **REPORTING REQUIREMENTS:** The vendor is to report to Environmental Supervisor:

4.14.1 Routine monthly inspection reports
4.14.2 Routine treatment reports
4.14.3 Re-treatment reports must include KCSMO work order number on service invoice
4.14.4 Sighting reports
4.14.5 Failure to gain access reports
4.14.6 Structural Recommendations
4.14.7 Monthly sanitation reports
4.14.8 Treatment Schedule Calendar. {This is a once per year (subject to updates) document that shows on what date each month each facility will be treated. It also details the approximate time frame of treatment}
4.14.9 Such reports will emailed to Environmental Department contact
4.14.10 All service invoices, monthly inspection reports, and re-treatment reports must have customer signature from the building level unless approved by Environmental Supervisor or their designee. Failure to have proper signature may result in non-payment of monthly service invoice

4.15 **RE-TREATMENT/RE-INSPECTION:**

4.15.1 If the vendor's inspection identifies the presence of pests, contractor shall re-treat infested areas and re-inspect (at no additional cost to KCSMO).
4.15.2 Vendor shall be notified of the need for re-treatment by e-mail originating from the designated KCSMO contact re-treatment/re-inspection must be authorized through designated contact and not from school level personnel.
4.15.3 Vendor shall respond to standard retreatment requests within 72 hours of notification.
4.15.4 Vendors shall respond to emergency retreatment requests within the same business day

4.16 **SAFETY:** The successful vendor will ensure that its employees observe and exercise all necessary caution and discretion to avoid injury to person or damage to property of all kinds.

4.16.1 All buildings, appurtenances and finishings shall be protected by the vendor(s) from damage, which might be done or caused by work performed under this contract.

4.16.2 Such damages to the foregoing shall be repaired and/or replaced by approved methods to restore the damaged areas to their original condition at the expense of the Vendor.

4.16.3 Erect and maintain all barricades and traffic control devices. Use traffic control personnel if required for a particular project.

4.17 **SAFETY AND PROTECTION:** The contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby.

The contractor shall be responsible for providing and for the placement of barricades, tarps, plastic flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during the project. The safety of the public is of prime concern to Knox County and KCSMO and all costs associated are the responsibility of the contractor.

Knox County and KCSMO 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 the project manager.

4.18 **SERVICE REQUIREMENTS:**

4.18.1 The contractor will control roaches, ants, silverfish, fleas, crickets, spiders, mites, beetles, moths, flying insects in the bee family, rats, mice, bedbugs, and other common household insects in and immediately adjacent to buildings. This excludes all wood destroying insects.

4.18.2 Initially and thereafter once per year (or more frequently as circumstances dictate) the vendor will do a complete interior and exterior treatment of each facility during summer break. This annual treatment will be reported during the month the treatment was completed. Treatment is not inspection. Treatment is application of chemicals in order to rid the facility of pests.

4.18.3 Vendor shall perform monthly inspections (this may include treatments as required) of each facility.

4.18.4 Termites and all wood destroying insects are specifically excluded from this bid.

4.18.5 Vendor shall utilize deodorants, when necessary, to overcome possible odors caused by rat and mice control operations. However, every effort must be made to remove the source of odor, where accessible.

4.18.6 The vendor shall inspect each lawn and building to control pests.

4.18.7 The vendor is required to treat a distance of three feet around the exterior perimeter of all buildings.

4.19 **SITE EXAMINATION:**

4.19.1 The Vendor is encouraged to have visited the sites and shall have fully acquainted and familiarized themselves with conditions, as they exist and the operations to be carried out. The Vendor shall make such investigations as they may see fit so that they may fully understand the facilities, difficulties and restrictions attending the execution of the work. Vendor shall also thoroughly examine and be familiar with the specifications.

4.19.2 The failure or omission of the Vendor to receive or examine any instruction or document, or any part of the specifications, or to visit the sites and acquaint themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance shall not relieve the Vendor of any obligation to perform as specified herein. Vendor understands the intent and purpose thereof and their obligations thereunder and that they will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this agreement, or because of any lack of information.

4.20 **STRUCTURAL MODIFICATIONS:** Any modification of any structure covered by this contract shall be done by Knox County or by vendors as directed by the Knox County. Vendor is not to leave any structural recommendations with the employees at the site. Rather they are to be sent to the Environmental Supervisor.

The KCSMO operates a very tight budget. This department will attempt to make structural modifications (when they are in the school system's best interest) as funding allows. The vendor is expected to understand this dilemma and to work around it as needed in order to make the pest control program work.

4.21 **TRAINING:** The contractor will help the KCSMO in explaining the IPM program to individuals at the various sites and how it will affect their location in particular. Vendor may be called upon to make brief training presentations to individuals at schools, at head custodial meetings and other appropriate times. There is to be no cost for these training sessions.

4.22 **VENDOR'S PERSONNEL:** The contractor is responsible for providing pesticide applicators that have been trained and certified to handle and apply the classes of pesticide products necessary to implement the pest control program.

4.23 **VENDOR RESPONSIBILITIES:** At their own expense, the vendor shall:

4.23.1 Provide competent supervision.
4.23.2 Provide competent workers.
4.23.3 Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs because of their fault or negligence.
4.23.4 Perform work without unnecessarily interfering with County activities or other vendor(s).
4.23.5 The vendor shall be responsible on a daily basis to maintain a clean work site, to remove debris, and to dispose of it properly at the vendor's expense.
4.23.6 The vendor shall be responsible for maintaining the work area in such a manner that the public and Knox County staff may continue to work in the facility.

BIDDERS NEED NOT RETURN PAGES ONE (1) THROUGH SIXTEEN (16)

SECTION V VENDOR INFORMATION, INVITATION FOR BID NUMBER 3519, PEST CONTROL SERVICES

5.1 Vendor Business Name _____

5.2 Knox County Vendor Number _____

5.3 Vendor address _____

City _____ State _____ Zip _____

5.4 Telephone number _____

Cell Phone number _____ E-mail address _____

5.5 Contact person _____

Contact Person's email address _____

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

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature _____
(Sign in blue ink)

5.7 Vendor's Knox County Business License Number _____
(If Applicable) *Attach A Copy Of The License.*

5.8 I Acknowledge The Receipt Of: (Please Write "Yes" If You Received One)

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

5.9 Do you accept the Terms and Conditions of the bid? YES _____ NO _____

With Exceptions _____

_____

5.10 Did you include the Drug Free Affidavit as per 1.13? YES _____ NO _____

5.11 Will you accept Electronic Commerce Card payments as per section 1.21? YES _____ NO _____

5.12 Did you include the Criminal History Records Check as per 2.7? YES _____ NO _____

5.13 Did you include the Insurance Checklist as per 3.14? YES _____ NO _____

5.14 Have you included copies of Licenses as per Section 3.18? YES _____ NO _____

5.15 Total Local Staff Size: _____

5.16 Number of Technicians that will be dedicated to Knox County: _____

5.17 Number of years in business locally: _____

5.18 **Number of Service Vehicles Locally:** _____

5.19 **Major Equipment Owned Locally (may attach a list):** _____

_____

_____

5.20 **Please attach list of the correct trade name and generic names of the chemicals proposed for use, along with SDS sheets for each chemical.**

SECTION VI VENDOR PRICING INVITATION FOR BID NUMBER 3519, PEST CONTROL SERVICES

6.1 Cost per hour for labor for special services (Bat exclusions, bed bug treatments etc.) $_____

6.2 Percentage markup above cost for all treatment chemicals, materials and supplies _____% (Proof of cost to contractor may be requested)

6.3 Pricing per site:

6.3.1 List of Sites - Schools

School Sites	Address	Monthly Cost
A.L. Lotts Elementary	9320 Westland Drive Knoxville, Tnn37922	$
Adrian Burnett Elementary	4521 Brown Gap Road Knoxville, TN 37918	$
Amherst Elementary	5101 Schaad Road Knoxville, TN 37931	$
Austin-East High	2800 Martin Luther King Jr. Avenue Knoxville, TN 37914	$
Ball Camp Elementary	9801 Middlebrook Pike Knoxville, TN 37931	$
Bearden Elementary	5717 Kingston Pike Knoxville, TN 37919	$
Bearden High	8352 Kingston Pike Knoxville, TN 37917	$
Bearden Middle	1000 Francis Road Knoxville, TN 37909	$
Beaumont Elementary	1211 Beaumont Avenue Knoxville, TN 37921	$
Belle Morris Elementary	2308 Washington Pike Knoxville, TN 37917	$
Blue Grass Elementary	8901 Blue Grass Road Knoxville, TN 37922	$
Bonny Kate Elementary	7608 Martin Mill Pike Knoxville, TN 37920	$
Brickey McCloud Elementary	1810 Dry Gap Pike Knoxville, TN 37918	$
Career Magnet Academy	7171 Strawberry Plains Pike Knoxville, TN 37914	$
Carter Elementary	8455 Strawberry Plains Pike Strawberry Plains, TN 37871	$
Carter High	210 North Carter School Road Strawberry Plains, TN 37871	$
Carter Middle	204 North Carter School Road Strawberry Plains, TN 37871	$
Cedar Bluff Elementary	705 North Cedar Bluff Road Knoxville, TN 37923	$
Cedar Bluff Middle	707 North Cedar Bluff Road Knoxville, TN 37923	$
Cedar Bluff Pre-K/Teacher Depot	709 North Cedar Bluff Road Knoxville, TN 37923	$

School Sites	Address	Monthly Cost
Central High	5321 Jacksboro Pike Knoxville, Tn 37918	$
Chilhowee Intermediate	5005 Asheville Highway Knoxville, TN 37914	$
Christenberry Elementary	927 Oglewood Avenue Knoxville, TN 37917	$
Copper Ridge Elementary	2502 East Brushy Valley Drive Powell, TN 37849	$
Corryton Elementary	7200 Corryton Road Corryton, TN 37721	$
Dogwood Elementary	705 Tipton Avenue Knoxville, TN 37920	$
East Knox County Elementary	9315 Rutledge Pike Mascot, TN 37806	$
Eastport OT/PT	2036 Bethel Avenue Knoxville, TN 37915	$
Fair Garden Family Center	400 Fern Street Knoxville, TN 37914	$
Farragut High	11237 Kingston Pike Knoxville, TN 37934	$
Farragut Intermediate	208 West End Avenue Knoxville, TN 37934	$
Farragut Middle	200 West End Avenue Knoxville, TN 37934	$
Farragut Primary	509 North Campbell Station Road Knoxville, TN 37934	$
Ft. Sanders Educational Development Center	501 21st Street Knoxville, TN 37916	$
Fountain City Elementary	2910 Montbelle Drive Knoxville, TN 37918	$
Fulton High	2509 North Broadway Avenue Knoxville, TN 37917	$
Gap Creek Elementary	1920 Kimberlin Heights Road Knoxville, TN 37920	$
Gibbs Elementary	7715 Tazewell Pike Corryton, TN 37721	$
Gibbs High	7628 Tazewell Pike Corryton, TN 37721	$
Gibbs Middle	7625 Tazewell Pike Corryton, TN 37721	$
Green Magnet	801 Lula Powell Drive Knoxville, TN 37915	$
Gresham Middle	500 Gresham Road Knoxville, TN 37918	$
Halls Elementary	7502 Andersonville Pike Knoxville, TN 37938	$
Halls High & North Knox Vocational Center	4321 East Emory Road Knoxville, TN 37938	$

School Sites	Address	Monthly Cost
Halls Middle	4317 East Emory Road Knoxville, TN 37938	$
Hardin Valley Elementary	11445 Hardin Valley Road Knoxville, TN 37932	$
Hardin Valley Academy	11345 Hardin Valley Road Knoxville, TN 37932	$
Hardin Valley Middle	2280 Steele Road Knoxville, TN 37932	$
Holston Middle	600 Chilhowee Drive Knoxville, TN 37924	$
Inskip Elementary	4701 High School Road Knoxville, TN 37912	$
Karns Elementary and Annex	8108 Beaver Ridge Road Knoxville, TN 37931	$
Karns High & Byington-Solway Vocational Center	2710 Byington-Solway Road Knoxville, TN 37931	$
Karns Middle	2925 Gray Hendrix Road Knoxville, TN 37931	$
KCS Maintenance Complex & Annex Buildings,includes: Support Team, HVAC/Plumbing/Networking, Mechanic and Cabinet Shops	900 E. 5th Avenue Knoxville, TN 37917	$
KCS Maintenance Grounds Department/Warehouse	1734 Maryland Avenue Knoxville, TN 37921	$
Knox Adaptive Educational Center	5719 Kingston Pike Knoxville, TN 37919	$
L & N STEM Academy	401 Henley Street Knoxville, TN 37902	$
Lincoln Park CTE & Kelley Academy	535 Chickamauga Avenue Knoxville, TN 37917	$
Lonsdale Elementary	1317 Louisiana Avenue Knoxville, TN 37921	$
Maynard Elementary	737 College Street Knoxville, TN 37921	$
Mill Creek Elementary	10521 Coward Mill Road Knoxville, TN 37931	$
Mooreland Heights Elementary	5315 Magazine Road Knoxville, TN 37920	$
Mount Olive Elementary	2507 Maryville Pike SW Knoxville, TN 37920	$
New Hopewell Elementary	757 Kimberlin Heights Road Knoxville, TN 37920	$
Northshore Elementary	1889 Thunderhead Road Knoxville, TN 37922	$
Northwest Middle	5301 Pleasant Ridge Road Knoxville, TN 37912	$
Norwood Elementary	1909 Merchant Drive Knoxville, TN 37912	$
Pleasant Ridge Elementary	3013 Walnoaks Road Knoxville, TN 37921	$
Pond Gap Elementary	1401 Hollywood Drive Knoxville, TN 37909	$

School Sites	Address	Monthly Cost
Powell Elementary	1711 Spring Street Powell, TN 37849	$
Powell High	2136 West Emory Road Knoxville, TN 37849	$
Powell Middle	3329 West Emory Road Knoxville, TN 37849	$
Richard Yoakley Transition	4415 Washington Pike Knoxville, TN 37917	$
Ridgedale Alternative	4600 Ridge Road Knoxville, TN 37921	$
Ritta Elementary	6228 Washington Pike Knoxville, TN 37918	$
Rocky Hill Elementary	1200 Morrell Road Knoxville, TN 37919	$
Sarah Moore Greene Elementary	3001 Brook Avenue Knoxville, TN 37914	$
Sarah Simpson Professional Center	801 Tipton Avenue Knoxville, TN 37920	$
Sequoyah Elementary	942 Southgate Road Knoxville, TN 37919	$
Shannondale Elementary	5316 Shannondale Road Knoxville, TN 37918	$
South Knoxville Elementary	801 Sevier Avenue Knoxville, TN 37920	$
South-Doyle High & Young Campus	2020 Tipton Station Road Knoxville, TN 37920	$
South-Doyle Middle	3900 Decatur Road Knoxville, TN 37920	$
Spring Hill Elementary	4711 Mildred Drive Knoxville, TN 37914	$
Sterchi Elementary	900 Oaklett Drive Knoxville, TN 37912	$
Sunnyview Primary	412 Bagwell Road Knoxville, TN 37924	$
Vine Middle	1807 Martin Luther King Jr. Ave Knoxville, TN 37915	$
West Haven Elementary	3620 Sisk Road Knoxville, TN 37937921	$
West High	3326 Sutherland Avenue Knoxville, TN 37919	$
West Hills Elementary	409 Vanosdale Road Knoxville, TN 37909	$
West Valley Middle	9118 George Williams Road Knoxville, TN 37922	$
West View Elementary	1714 Mingle Avenue Knoxville, TN 37921	$
Whittle Springs Middle	2700 White Oak Lane Knoxville, TN 37917	$
Grand Total for one month for sites		$

6.3.2 List of Sites - Libraries

Library Sites	Address	Monthly Cost
Burlington/East Knoxville	4614 Asheville Hwy, 37914 (Sq. Ft. 12,070)	$
Carter	9036 Asheville Hwy, 37914 (Sq. Ft. 5,315)	$
Cedar Bluff	9045 Cross Park Drive, 37923 (Sq. Ft. 13,046)	$
Corryton	7733 Corryton Road 37721 (Sq. Ft. 2100)	$
Farragut	417 N Campbell Station Road 37923 (Sq. Ft. 10,100)	$
Fountain City	5300 Stanton Road, 37918 (Sq. Ft. 11,571)	$
Halls	4518 Emory Road, 37918 (Sq. Ft. 11,586)	$
Howard Pinkston/Bonnie Kate	7732 Martin Mill Pike, 37920 (Sq. Ft. 6,050)	$
Karns	7516 Oak Ridge Hwy, 37931 (Sq. Ft. 8,520)	$
Mascot	1927 Library Drive, 37806 (Sq. Ft. 1,254)	$
North Knoxville	2901 Ocoee Trail, 37917 (Sq. Ft. 3,421)	$
Norwood	1110 Merchants Drive, 37912 (Sq. Ft. 4,428)	$
Powell	330 W. Emory Road, 37849 (Sq. Ft. 11,743)	$
Sequoyah	1140 Southgate Road, 37849 (Sq. Ft. 3,528)	$
South Knoxville	4500 Chapman Hwy, 37920 (Sq. Ft. 4,889)	$
Bearden/West Knoxville	100 Goldclub Road, 37919 (Sq. Ft. 14,000)	$
Lawson McGhee	500 Church Ave, 37902 (Sq. Ft. 70,060)	$
East Tennessee History Center	601 Gay Street, 37902 (Sq. Ft. 105,000)	$
Grand Total for one month for sites		$
Annual Termite Inspection at East Tennessee History Center	601 Gay Street, 37902 (Sq. Ft. 105,000)	Annual Termite Inspection Cost $
Bed Bug Treatments of shelves and/or carpet upon request in affected areas (includes Murphy Branch Library in L.T. Ross Bldg). Must use a Spray Treatment.		Cost per 40 square feet for Bed Bug spray treatment $

6.3.1 List of Sites – Sheriff's Office

Sheriff's Department Sites	Address	MONTHLY COST
Knox County Detention Center	5001 Maloneyville Road Knoxville, TN 37918	$
Knox County Sheriff, DUI Building	5109 Maloneyville Road Knoxville, TN 37918	$
Knox County Penal Farm	4800 Maloneyville Road Knoxville, TN 37918	$
Knox County Sheriffs Training Facility	4900 Maloneyville Road Knoxville, TN 37918	$
Knox County Sheriffs Training Barrack	5109A Maloneyville Road Knoxville, TN 37918	$
Knox County Sheriff's Fleet Service Center	5109B Maloneyville Road Knoxville, TN 37918	$
Knox County Sheriff's Aviation Unit	2701 Spence Place Knoxville, TN 37920	$
Knox County Sheriff's Canine Training Facility	5109C Maloneyville Road Knoxville, TN 37918	$
Grand Total for one month for sites		$

ATTACHMENT A

KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3519

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCCUR	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY X PROJECT LOC	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCULED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

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

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

23. OTHER INSURANCE REQUIRED_____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE NOT PROVIDED THROUGH THIS AGENCY.

Agency Name: _____Authorizing Signature: _____

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

Bidder Name: _____ Authorizing Signature: _____

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with 5 or more employees)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company
Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

_____
President or Principal Officer

For:_____
Name of Company

STATE OF TENNESSEE }
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

ATTACHMENT C

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by Contractor)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

ATTACHMENT D

INVITATION FOR BID #3519

COPIES OF LICENSES

Place this sheet over copies of your licenses

BIDDER:_____

Attachment "B"

Contractor's Response to

Invitation for Bid #3519

Pest Control Services

SECTION V VENDOR INFORMATION, INVITATION FOR BID NUMBER 3519, PEST CONTROL SERVICES

5.1 **Vendor Business Name** Orkin, LLC

5.2 **Knox County Vendor Number** _____

5.3 **Vendor address** 211 Center Park Dr, Ste 3050

City Knoxville **State** TN **Zip** 37922

5.4 **Telephone number** 865-409-1710

Cell Phone number 828-200-2856 **E-mail address** Branch358@orkin.com

5.5 **Contact person** Sante Harrah

Contact Person's email address sharrah@rollins.com

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

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature _____
(Sign in blue ink)

5.7 **Vendor's Knox County Business License Number** 0408605
(If Applicable) ***Attach A Copy Of The License.***

5.8 **I Acknowledge The Receipt Of: (Please Write "Yes" If You Received One)**

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

5.9 **Do you accept the Terms and Conditions of the bid?** YES X NO_____

With Exceptions _____

_____

5.10 **Did you include the Drug Free Affidavit as per 1.13?** YES X NO_____

5.11 **Will you accept Electronic Commerce Card payments as per section 1.21?** YES X NO_____

5.12 **Did you include the Criminal History Records Check as per 2.7?** YES X NO_____

5.13 **Did you include the Insurance Checklist as per 3.14?** YES X NO_____

5.14 **Have you included copies of Licenses as per Section 3.18?** YES X NO_____

5.15 **Total Local Staff Size:** 19

5.16 **Number of Technicians that will be dedicated to Knox County:** 12

5.17 **Number of years in business locally:** 55

FILE COPY

5.18 **Number of Service Vehicles Locally:** 13

5.19 **Major Equipment Owned Locally (may attach a list):** tank and pump units for general pest control mounted on 10 vehicles, larger pump and tank units for termite control.

5.20 **Please attach list of the correct trade name and generic names of the chemicals proposed for use, along with SDS sheets for each chemical.**

SECTION VI VENDOR PRICING INVITATION FOR BID NUMBER 3519, PEST CONTROL SERVICES

6.1 Cost per hour for labor for special services (Bat exclusions, bed bug treatments etc.) $ 210.00

6.2 Percentage markup above cost for all treatment chemicals, materials and supplies 30 **% (Proof of cost to contractor may be requested)**

6.3 Pricing per site:

6.3.1 List of Sites - Schools

School Sites	Address	Monthly Cost
A.L. Lotts Elementary	9320 Westland Drive Knoxville, Tnn37922	$ 87.00
Adrian Burnett Elementary	4521 Brown Gap Road Knoxville, TN 37918	$ 86.00
Amherst Elementary	5101 Schaad Road Knoxville, TN 37931	$ 83.00
Austin-East High	2800 Martin Luther King Jr. Avenue Knoxville, TN 37914	$ 108.00
Ball Camp Elementary	9801 Middlebrook Pike Knoxville, TN 37931	$ 83.00
Bearden Elementary	5717 Kingston Pike Knoxville, TN 37919	$ 86.00
Bearden High	8352 Kingston Pike Knoxville, TN 37917	$ 108.00
Bearden Middle	1000 Francis Road Knoxville, TN 37909	$ 95.00
Beaumont Elementary	1211 Beaumont Avenue Knoxville, TN 37921	$ 87.00
Belle Morris Elementary	2308 Washington Pike Knoxville, TN 37917	$ 75.00
Blue Grass Elementary	8901 Blue Grass Road Knoxville, TN 37922	$ 86.00
Bonny Kate Elementary	7608 Martin Mill Pike Knoxville, TN 37920	$ 83.00
Brickey McCloud Elementary	1810 Dry Gap Pike Knoxville, TN 37918	$ 84.00
Career Magnet Academy	7171 Strawberry Plains Pike Knoxville, TN 37914	$ 83.00
Carter Elementary	8455 Strawberry Plains Pike Strawberry Plains, TN 37871	$ 83.00
Carter High	210 North Carter School Road Strawberry Plains, TN 37871	$ 108.00
Carter Middle	204 North Carter School Road Strawberry Plains, TN 37871	$ 97.00
Cedar Bluff Elementary	705 North Cedar Bluff Road Knoxville, TN 37923	$ 86.00
Cedar Bluff Middle	707 North Cedar Bluff Road Knoxville, TN 37923	$ 97.00
Cedar Bluff Pre-K/Teacher Depot	709 North Cedar Bluff Road Knoxville, TN 37923	$ 70.00

School Sites	Address	Monthly Cost
Central High	5321 Jacksboro Pike Knoxville, Tn 37918	$ 108.00
Chilhowee Intermediate	5005 Asheville Highway Knoxville, TN 37914	$ 95.00
Christenberry Elementary	927 Oglewood Avenue Knoxville, TN 37917	$ 84.00
Copper Ridge Elementary	2502 East Brushy Valley Drive Powell, TN 37849	$ 87.00
Corryton Elementary	7200 Corryton Road Corryton, TN 37721	$ 83.00
Dogwood Elementary	705 Tipton Avenue Knoxville, TN 37920	$ 87.00
East Knox County Elementary	9315 Rutledge Pike Mascot, TN 37806	$ 83.00
Eastport OT/PT	2036 Bethel Avenue Knoxville, TN 37915	$ 83.00
Fair Garden Family Center	400 Fern Street Knoxville, TN 37914	$ 83.00
Farragut High	11237 Kingston Pike Knoxville, TN 37934	$ 112.00
Farragut Intermediate	208 West End Avenue Knoxville, TN 37934	$ 99.00
Farragut Middle	200 West End Avenue Knoxville, TN 37934	$ 99.00
Farragut Primary	509 North Campbell Station Road Knoxville, TN 37934	$ 84.00
Ft. Sanders Educational Development Center	501 21st Street Knoxville, TN 37916	$ 70.00
Fountain City Elementary	2910 Montbelle Drive Knoxville, TN 37918	$ 83.00
Fulton High	2509 North Broadway Avenue Knoxville, TN 37917	$ 108.00
Gap Creek Elementary	1920 Kimberlin Heights Road Knoxville, TN 37920	$ 83.00
Gibbs Elementary	7715 Tazewell Pike Corryton, TN 37721	$ 84.00
Gibbs High	7628 Tazewell Pike Corryton, TN 37721	$ 110.00
Gibbs Middle	7625 Tazewell Pike Corryton, TN 37721	$ 97.00
Green Magnet	801 Lula Powell Drive Knoxville, TN 37915	$ 99.00
Gresham Middle	500 Gresham Road Knoxville, TN 37918	$ 97.00
Halls Elementary	7502 Andersonville Pike Knoxville, TN 37938	$ 84.00
Halls High & North Knox Vocational Center	4321 East Emory Road Knoxville, TN 37938	$ 110.00

School Sites	Address	Monthly Cost
Halls Middle	4317 East Emory Road Knoxville, TN 37938	$ 97.00
Hardin Valley Elementary	11445 Hardin Valley Road Knoxville, TN 37932	$ 86.00
Hardin Valley Academy	11345 Hardin Valley Road Knoxville, TN 37932	$ 110.00
Hardin Valley Middle	2280 Steele Road Knoxville, TN 37932	$ 95.00
Holston Middle	600 Chilhowee Drive Knoxville, TN 37924	$ 95.00
Inskip Elementary	4701 High School Road Knoxville, TN 37912	$ 86.00
Karns Elementary and Annex	8108 Beaver Ridge Road Knoxville, TN 37931	$ 87.00
Karns High & Byington-Solway Vocational Center	2710 Byington-Solway Road Knoxville, TN 37931	$ 112.00
Karns Middle	2925 Gray Hendrix Road Knoxville, TN 37931	$ 97.00
KCS Maintenance Complex & Annex Buildings,Includes: Support Team, HVAC/Plumbing/Networking, Mechanic and Cabinet Shops	900 E. 5th Avenue Knoxville, TN 37917	$ 83.00
KCS Maintenance Grounds Department/Warehouse	1734 Maryland Avenue Knoxville, TN 37921	$ 70.00
Knox Adaptive Educational Center	5719 Kingston Pike Knoxville, TN 37919	$ 70.00
L & N STEM Academy	401 Henley Street Knoxville, TN 37902	$ 108.00
Lincoln Park CTE & Kelley Academy	535 Chickamauga Avenue Knoxville, TN 37917	$ 108.00
Lonsdale Elementary	1317 Louisiana Avenue Knoxville, TN 37921	$ 83.00
Maynard Elementary	737 College Street Knoxville, TN 37921	$ 84.00
Mill Creek Elementary	10521 Coward Mill Road Knoxville, TN 37931	$ 87.00
Mooreland Heights Elementary	5315 Magazine Road Knoxville, TN 37920	$ 84.00
Mount Olive Elementary	2507 Maryville Pike SW Knoxville, TN 37920	$ 83.00
New Hopewell Elementary	757 Kimberlin Heights Road Knoxville, TN 37920	$ 83.00
Northshore Elementary	1889 Thunderhead Road Knoxville, TN 37922	$ 83.00
Northwest Middle	5301 Pleasant Ridge Road Knoxville, TN 37912	$ 95.00
Norwood Elementary	1909 Merchant Drive Knoxville, TN 37912	$ 86.00
Pleasant Ridge Elementary	3013 Walnoaks Road Knoxville, TN 37921	$ 83.00
Pond Gap Elementary	1401 Hollywood Drive Knoxville, TN 37909	$ 84.00

School Sites	Address	Monthly Cost
Powell Elementary	1711 Spring Street Powell, TN 37849	$ 87.00
Powell High	2136 West Emory Road Knoxville, TN 37849	$ 112.00
Powell Middle	3329 West Emory Road Knoxville, TN 37849	$ 97.00
Richard Yoakley Transition	4415 Washington Pike Knoxville, TN 37917	$ 95.00
Ridgedale Alternative	4600 Ridge Road Knoxville, TN 37921	$ 97.00
Ritta Elementary	6228 Washington Pike Knoxville, TN 37918	$ 87.00
Rocky Hill Elementary	1200 Morrell Road Knoxville, TN 37919	$ 83.00
Sarah Moore Greene Elementary	3001 Brook Avenue Knoxville, TN 37914	$ 83.00
Sarah Simpson Professional Center	801 Tipton Avenue Knoxville, TN 37920	$ 70.00
Sequoyah Elementary	942 Southgate Road Knoxville, TN 37919	$ 86.00
Shannondale Elementary	5316 Shannondale Road Knoxville, TN 37918	$ 84.00
South Knoxville Elementary	801 Sevier Avenue Knoxville, TN 37920	$ 83.00
South-Doyle High & Young Campus	2020 Tipton Station Road Knoxville, TN 37920	$ 112.00
South-Doyle Middle	3900 Decatur Road Knoxville, TN 37920	$ 99.00
Spring Hill Elementary	4711 Mildred Drive Knoxville, TN 37914	$ 84.00
Sterchi Elementary	900 Oaklett Drive Knoxville, TN 37912	$ 83.00
Sunnyview Primary	412 Bagwell Road Knoxville, TN 37924	$ 83.00
Vine Middle	1807 Martin Luther King Jr. Ave Knoxville, TN 37915	$ 95.00
West Haven Elementary	3620 Sisk Road Knoxville, TN 37937921	$ 86.00
West High	3326 Sutherland Avenue Knoxville, TN 37919	$ 112.00
West Hills Elementary	409 Vanosdale Road Knoxville, TN 37909	$ 84.00
West Valley Middle	9118 George Williams Road Knoxville, TN 37922	$ 95.00
West View Elementary	1714 Mingle Avenue Knoxville, TN 37921	$ 86.00
Whittle Springs Middle	2700 White Oak Lane Knoxville, TN 37917	$ 101.00
Grand Total for one month for sites		$ 8,410.00

6.3.2 List of Sites - Libraries

Library Sites	Address	Monthly Cost
Burlington/East Knoxville	4614 Asheville Hwy, 37914 (Sq. Ft. 12,070)	$ 95.00
Carter	9036 Asheville Hwy, 37914 (Sq. Ft. 5,315)	$ 75.00
Cedar Bluff	9045 Cross Park Drive, 37923 (Sq. Ft. 13,046)	$ 95.00
Corryton	7733 Corryton Road 37721 (Sq. Ft. 2100)	$ 75.00
Farragut	417 N Campbell Station Road 37923 (Sq. Ft. 10,100)	$ 95.00
Fountain City	5300 Stanton Road, 37918 (Sq. Ft. 11,571)	$ 95.00
Halls	4518 Emory Road, 37918 (Sq. Ft. 11,586)	$ 95.00
Howard Pinkston/Bonnie Kate	7732 Martin Mill Pike, 37920 (Sq. Ft. 6,050)	$ 75.00
Karns	7516 Oak Ridge Hwy, 37931 (Sq. Ft. 8,520)	$ 85.00
Mascot	1927 Library Drive, 37806 (Sq. Ft. 1,254)	$ 75.00
North Knoxville	2901 Ocoee Trail, 37917 (Sq. Ft. 3,421)	$ 75.00
Norwood	1110 Merchants Drive, 37912 (Sq. Ft. 4,428)	$ 75.00
Powell	330 W. Emory Road, 37849 (Sq. Ft. 11,743)	$ 95.00
Sequoyah	1140 Southgate Road, 37849 (Sq. Ft. 3,528)	$ 75.00
South Knoxville	4500 Chapman Hwy, 37920 (Sq. Ft. 4,889)	$ 75.00
Bearden/West Knoxville	100 Goldclub Road, 37919 (Sq. Ft. 14,000)	$ 105.00
Lawson McGhee	500 Church Ave, 37902 (Sq. Ft. 70,060)	$ 155.00
East Tennessee History Center	601 Gay Street, 37902 (Sq. Ft. 105,000)	$ 205.00
Grand Total for one month for sites		$ 1,720.00
Annual Termite Inspection at East Tennessee History Center	601 Gay Street, 37902 (Sq. Ft. 105,000)	Annual Termite Inspection Cost $ NA
Bed Bug Treatments of shelves and/or carpet upon request in affected areas (includes Murphy Branch Library in L.T. Ross Bldg). Must use a Spray Treatment.		Cost per 40 square feet for Bed Bug spray treatment $ 10.00

6.3.1 List of Sites – Sheriff's Office

Sheriff's Department Sites	Address	MONTHLY COST
Knox County Detention Center	5001 Maloneyville Road Knoxville, TN 37918	$ 175.00
Knox County Sheriff, DUI Building	5109 Maloneyville Road Knoxville, TN 37918	$ 75.00
Knox County Penal Farm	4800 Maloneyville Road Knoxville, TN 37918	$ 75.00
Knox County Sheriffs Training Facility	4900 Maloneyville Road Knoxville, TN 37918	$ 75.00
Knox County Sheriffs Training Barrack	5109A Maloneyville Road Knoxville, TN 37918	$ 75.00
Knox County Sheriff's Fleet Service Center	5109B Maloneyville Road Knoxville, TN 37918	$ 75.00
Knox County Sheriff's Avlation Unit	2701 Spence Place Knoxville, TN 37920	$ 75.00
Knox County Sheriff's Canine Training Facility	5109C Maloneyville Road Knoxville, TN 37918	$ 75.00
Grand Total for one month for sites		$ 700.00