

Purchasing Department
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REVISED BID DOCUMENT
RFP #1315
WILLIAMSON COUNTY SCHOOLS
Integrated Pest Management Program

This RFP document is being sent out on Monday, June 5, 2023 at 3:45 pm.

Questions, clarifications and other items discussed at the pre-bid meeting held on Wednesday, May 31, 2023 are included in these new revised documents. The bid opening date has been changed to Thursday, June 15, 2023 at 2:30 pm.

Note: Bidders should discard previous bid documents and must use the bid cover sheets attached to this revised RFP document. Unless noted here all other terms and conditions will remain the same.

Williamson County Schools (WCS) will be receiving sealed proposals from pest control companies for a district wide integrated pest control management program. Sealed proposal envelopes will be accepted at the Williamson County Board of Education, Central Offices, located at 1320 West Main Street, Suite 202, Franklin, Tennessee 37064, until **2:30 pm on Thursday, June 15, 2023** at which time sealed proposals will be opened. Proposals should be delivered by express mail or in person and should be marked to the attention of WCS Purchasing Department, Skip Decker. All RFP's will be stamped with the date and time of receipt to ensure compliance. Any RFP envelope received after the specified opening time will **not** be accepted. Faxed or emailed proposals will **not** be accepted. All sealed RFP envelopes must be marked "**RFP #1315 Integrated Pest management Program**". In the event WCS must reschedule a proposal opening date or time, the specifications obtained from the WCS Purchasing Dept. shall reflect the actual date and time.

**THE FOLLOWING INFORMATION MUST BE PRINTED ON THE
OUTSIDE OF THE PROPOSAL ENVELOPE:**

- WCS-RFP #1315 Integrated Pest Management Program
- Date and time of proposal opening
- Name of Company

**THE FOLLOWING INFORMATION MUST ALSO BE
INCLUDED WITH THE RFP SUBMISSION**

- Signed and completed Iran Divestment Certificate
- Criminal Background Check Affidavit
- Drug Free Background Check Affidavit
- Signed and completed RFP proposal sheet

During the pre-bid held Wednesday, May 31, 2023 for any participants who were interested in during this meeting the following items were reviewed or discussed.

1. **Will WCS pay for call backs? Answer: Proposal prices should include and cover unlimited callbacks.**
2. **On the schools that already have existing termite service (*Sentricon System by Cooks Pest*) it is possible that any new service will require those be removed and new system installed? Answer: Yes it was determined that due to a warranty issue... if another proposer is awarded the contract, the old Cooks Sentricon System will have to be removed due to Sentricon's current termite warranty policy. Therefore, the cost of an install on a new termite system and/or fire ant system must be amortized over the six-year contract period and incorporated into the annual cost on the proposal sheet. WCS acknowledges there are other brands of termite protection on the market, provide your best offer that fits this RFP project.**
3. **How can we determine the linear footage for pricing on termite system? Answer: Our WCS Construction Director provided a "Teams Meeting" online Friday, June 2... to show how a vendor could determine this. Each participant was invited.**
4. **Does Cooks currently core concrete for actual baiting systems? Answer: Yes if necessary they core concrete or pavement within 20 feet of the school.**
5. **Is WCS open to the idea that perhaps putting stations around a building is not necessary? Answer: This RFP is being conducted so that any experts "proposer" can be a competitor and have an opportunity to participate and to provide the service. Therefore, if your company provides this service in a different manner it may be considered. However, "Bidder Beware" make sure that each proposal is of the same quality and level of service. Our current provider "Cooks" has done an excellent job to bring us to this level of service. If a new provider is awarded this contract they will be held to the same standard and level of service.**
6. **Does WCS currently have any equipment for rodents, etc...and is it OK to submit an additional exhibit for equipment prices? Answer: Additional equipment is allowed to be included if needed.**
7. **What time of day does WCS prefers service? Answer: WCS prefers service during normal business hours M-F. However, if the service being provided only involves outside treatment, WCS will try to accommodate the proposer but they must go thru the contract administrator and the maintenance department to schedule.**
8. **How does security currently work inside the schools? Answer: A monitor at the front door scans a face / or driver license and someone inside will allow entrance. No keys, fobs, or codes are provided to the service provider.**

9. Can WCS share with the proposers what was budgeted for this service in the 2022-23 fiscal year? **Answer: This is public information; the amount was approximately \$180,000 - \$200,000.**
10. In the original document WCS requested that all spiders including brown recluse and black widows be included in the monthly treatment is this negotiable? **Answer: Within reason this needs to be included and addressed in the program and is expected to be included.**
11. Currently WCS has monthly services is that correct? **Answer: Monthly service is expected, each school includes a log book for pest problems, these along with regular inspections should be addressed each month.**
12. Does WCS currently have a wildlife / animal service for birds, deer, snakes or other types of animals? **Answer: No, these are handled on an as need basis.**
13. Does the monthly service cover bees, wasps, hornets? **Answer: If it is attached to the structure like wasps nest, yes they should be included and treated as necessary on occurrence.**
14. How many schools or locations had termite swarms this year? **Answer: Last year and so far this year there have been two.**
15. In new WCS construction does the contractor pre-treat the area before construction? **Answer: In most cases the contractors do treat before building.**
16. How much of a perimeter are fire ants allowed before they are required to be treated, and is there a requirement based on how close to the buildings they are before being treated? **Answer: WCS requires they be treated on the entire lawn (areas being mowed) because children are allowed to play in most areas.**
17. How large are the 2 new schools? **Answer: Both of these schools are similar or the same floor plan as Creekside Elementary.**

Additional comments from the pre-bid:

It has been noted that the original documents had Summit High School listed as having a termite program, this was a mistake it is only the child care house at Summit that has the termite program. The school itself does not.

WCS wants the best most economical value for the district. However, proposers should submit a proposal that is competitive but will allow them to comfortably perform the duties of the job. WCS also reserves the right to add additional goods or services to this contract if needed in the future.

A piggy-back clause will be added to the proposal, this will allow other districts to piggyback or participate using the same pricing structure. Proposers can say “yes or no” and neither answer will be a considered when determining the awarded contractor of this RFP.

PART ONE: Details of the District, Goals and Expectations.

- 1.1 Size of District:** WCS is a medium to large school district consisting of approximately 54 schools and several ancillary buildings. Several new schools or additions are in the planning stages that will be constructed in the next few years. Williamson County is approximately 584 square miles in size.
- 1.2 District Goals:** WCS is tasked with providing the highest possible level of services, while keeping the cost of doing so at the lowest lever possible. The awarded proposers of this RFP will be responsible for keeping the buildings and grounds pest free.
- 1.5 Experience:** Companies submitting a proposal for this contract should have a minimum of three (3) years’ experience in pest control services. Proposals submitted must be from companies that have the experience, fortitude, determination, and financial backing to make this program work.
- 1.6 Previous Experience:** Previous experience with WCS will not necessarily qualify or exclude a company. We are looking for pest management services. Certain proprietary services that are already in place in the district will not guarantee that the current company receives the award of this proposal. WCS is looking for widely available services that are readily available in the industry and we desire the best quality services and the most reasonable cost to the district.

PART TWO: General Conditions

- 2.1 Award of RFP:** WCS anticipates its due diligence to be completed and evaluations of all the submitted proposals finalized *approximately on or before June 21, 2023*. Bidders take note that this date is approximate and circumstances beyond WCS control could push this date back.
- 2.2 Length of Contract:** This award contract will be in effect for a period of one year from the time of award. Going forward at the anniversary date each year it may be renewed for a total of (5) five additional years but not to exceed 6 years total. In order to be renewed each year all terms and conditions must be met and the account in good standing
- 2.3 Terms and Conditions:** All terms and conditions of this contract must be carried forward to each annual renewal. No awarded contractor will be allowed

to change the terms and conditions of the contract. Any changes or amendments to the contract will be at the discretion of the WCS Purchasing Department. A written renewal contract shall be signed each year.

- 2.4 Awarded Proposers Staffing:** The awarded pest control companies' staff must be 100% fully vetted. The company will be responsible for ensuring all employees are bonded, insured, and must have a criminal background and drug free workplace check on file.

PART THREE: Evaluations of Submitted Proposals

- 3.1 Evaluation & Award of RFP:** The Project will be awarded to the lowest and best overall proposal for the district. All proposals need to meet or exceed the specifications. Any proposal that clearly does not meet specifications will not be considered. In addition, WCS reserves the right and intends to award this proposal to one vendor at its sole discretion.
- 3.2 Acceptance or Rejection of Proposals:** Williamson County Schools reserves the right to waive any formalities and accept or reject proposals, upon the evidence (or determined by WCS) before or after the proposal opening, that a proposer is not necessarily qualified by experience, is not in a position to perform the work specified in the time allotted, or upon evidence of collusion with intent to defraud or other illegal practice. All proposals are to be complete in every detail as required. Those that are incomplete, contain irregularities or are not in accordance with the specifications may be rejected.
- 3.3 Funding:** This RFP project is ultimately subject to funding as with all WCS RFP projects. WCS is a tax-exempt organization: Proposal costs must include all related sales and use tax... Although WCS is tax exempt the Proposer(s) are responsible for any / all sales and use tax for the materials and or equipment.
- 3.4 Failure to enter into a Contract:** In the event the successful proposer to whom the contract is awarded fails to execute a satisfactory contract, then said Bidder shall be eliminated. At this point WCS will begin negotiations with the next best bidder. Failed contractor may be barred from bidding on future projects.
- 3.5 Codes & Regulations:** The awarded proposer shall be responsible to comply with any / all local, State and Federal laws, regulations, codes, licensing, permits and other requirements of the pest control industry or services described in this RFP.
- 3.6 U. S. Citizens:** All proposers must ensure that employees are authorized to work in the U.S. and maintain such documentation as required by IRS, Federal and or State regulations or laws, including but not limited to all properly executed forms. Violations of this may/can result in termination of the company's contract.
- 3.7 Background Checks:** A successful completion of a background check affidavit and a drug free affidavit is required for all employees providing services at any WCS locations.

- 3.8 Records of Awarded Vendors:** The awarded vendor will make available to WCS legal access to verify any records that involves compliance with the regulations relating to the industry services such as but not limited to, chemicals, methods of application or other industry services.
- 3.9 Manufacturers Names or Special Brands:** The use of a manufacturers name, special brand, model, or description in describing pest control services does not restrict vendors to that manufacturer or specific article or such detailed descriptive specifications. This means or method being used is simply to indicate the character or quality of the article desired. The articles or services on which proposals are submitted should be of such character, quality and design that will serve the purpose for which it is intended.
- 3.10 Vendors Performance:** If at any time the awarded contractor fails to perform over the term of the agreement then WCS reserves the right to negotiate with the next best bidder. WCS Custodial Contract Administrators, WCS Purchasing Department and the Maintenance Director shall grade, check, and enforce these contracts on behalf of the WCS. Note, this contract may be terminated by 30 days written notice.
- 3.11 Increases or Decreases:** Throughout the term of the awarded contract WCS reserves the right to increase or decrease services to be purchased over the life of this agreement. These adjustments may be caused by ongoing changes at facilities due to additions, demolitions, or new construction and in budgets or operations. It is understood that a contract is not recognized between the successful proposer(s) and Williamson County Schools until such time as WCS signs the contract.
- 3.12 Errors or Omissions:** The proposer will abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully address the intent and meaning of each aspect of the specifications.
- 3.13 Future New Schools:** The pest control service of future (unidentified) schools or ancillary sites will be added to the contract over the term at a cost equal to the average rate quoted in the initial RFP submission.
- 3.14 Payments:** Payment will be made within (30) days of the date the PO is issued for this contract. WCS desires to pay from (1) itemized invoice and will pay for these services at the beginning of each fiscal year.
- 3.15 Computer and Technological Equipment:** No computers, printers, fax machines, telephones, copiers, or other technological equipment shall be moved or unplugged without coordination with the WCS Technology Department.
- 3.16 Indemnification/Hold Harmless:** Awarded proposer shall indemnify, defend, save and hold harmless WCS 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.

3.17 Force Majeure: If the contractor's performance is delayed in connection with any circumstance beyond their control including and without limitation, fire, floods, accidents, failure to secure materials from the usual sources of supply, strikes, riots, and national emergencies, the time for performance of the contractor's performance shall be extended by the period of delay. In the event such a delay exceeds 120 days, the contractor may elect to terminate this agreement and WCS shall pay to the contractor upon termination, in addition to any amounts otherwise due, the amount, if any.

3.18 After the Contract is Awarded: WCS Purchasing will notify in an email all the participating companies of our intent to proceed with award of the contract. WCS will send out an intent to award notification that includes the bid tabulations to all companies who submitted a proposal. After this intent to award has been issued in approximately 10 days the Official Award will be issued to the awarded company.

The awarded contractors will have (15) consecutive days from the date of the PO notification to provide to WCS Purchasing the following items:

- A certificate of liability insurance for an amount no less than \$2,000,000 naming WCS as an additional insured.

SCOPE OF WORK

The purpose of this RFP is to provide monthly and annual pest control services at the specified Board of Education Facilities in Williamson County. These services include but are not limited to providing all equipment, materials, vehicles and manpower necessary to inspect and treat properties of WCS, including kitchen facilities and grounds. This invitation for proposal includes termite inspection and treatment and fire ant treatment and prevention. The proposer should amortize over the six years of the contract, the cost of the initial upfront treatment, and this should be included and incorporated into the annual pricing. WCS will not pay additional start up cost or installation for this service. Those costs must be absorbed and included in the overall fee for the service.

All bidders interested in this project should note some schools have already been set up for termite inspections. A list of services WCS has already been receiving by our current vendor is included in this proposal.

The awarded proposer should manage and operate pest control services at the specified facilities and any future facilities that may be built or purchased. These services include but are not limited to providing all equipment, materials, vehicles and manpower necessary to inspect and treat Williamson County Schools and ancillary facilities.

The proposer shall list all pesticide products they will use if awarded this proposal. Please list and provide these chemicals and supplies on a separate sheet and attach with your proposal. Also a list of previous experience and references should be attached for verifications.

WILLIAMSON COUNTY SCHOOLS
REVISED Proposal Cover Sheet
RFP # 1315
Integrated Pest Management Services

Proposers should use the attached spread sheets that accompany these pages and provide the most competitive bid prices they can submit.

NOTE: Incorrect or Incomplete Submittals will be discarded.

I, _____ (Print Name), _____ (Title),

_____ (Signature), _____ (Date),

Verify that I have carefully read the specifications, terms, conditions, and instructions contained within this document and that I understand, acknowledge and agree to all the language set forth in this document... By signing this document and submitting my proposal to Williamson County Schools, I fully acknowledge, understand, and accept the language contained within this RFP document.

Notice to Proposer – If you find any of the language, terms, conditions, or specifications unacceptable then please do not submit an electronic bid package for this project.

Proposers Company Name: _____

Address: _____

Phone Number: _____ **Email:** _____

Will other state of Tennessee school districts or government entities be allowed to piggy-back off this proposal to the extent the law allows? Yes _____ No _____

WCS Annual Integrated Pest Management Program as of May 2023 Being provided by current vendor

School Name		Monthly Pest Control including all spiders/Brown recluse, black widows, ants rodents	Fire Ants	Termites	
1	Allendale Elem	Yes	Yes	Yes	
2	Amanda North ES	N/A	N/A	N/A	
3	Arrington ES	N/A	N/A	N/A	
4	Bethesda Elem	Yes	Yes	N/A	
5	Brentwood Middle	Yes	Yes	Yes	
6	Brentwood High & Stem Building	Yes	Yes	Yes	
7	Bus Shop/Food Service	Yes	N/A	N/A	
8	Centennial High	Yes	Yes	Yes	
9	Chapman's Retreat	Yes	Yes	Yes	
10	Clovercroft Elem	Yes	Yes	N/A	
11	College Grove Elem	Yes	Yes	Yes	
12	Creekside Elem	Yes	Yes	N/A	
13	Crockett Elem	Yes	Yes	Yes	
14	Edmondson Elem	Yes	Yes	Yes	
15	Fairview Elem	Yes	Yes	N/A	
16	Fairview Middle	Yes	N/A	N/A	
17	Fairview High	Yes	Yes	Yes	
18	Franklin High & FHS Annex	Yes	Yes	Yes	
19	Grassland Elem	Yes	Yes	Yes	
20	Grassland Middle	Yes	Yes	Yes	
21	Heritage Elementary	Yes	N/A	Yes	
22	Heritage Middle	Yes	Yes	Yes	
23	Hillsboro Elem	Yes	Yes	N/A	
24	Hunter's Bend	Yes	N/A	Yes	
25	Independence High	Yes	Yes	N/A	
26	Jordan Elem/ Middle	Yes	Yes	N/A	
27	Kenrose Elem	Yes	N/A	Yes	
28	Legacy Middle	Yes	Yes	Yes	
29	Lipscomb Elem	Yes	Yes	Yes	
30	Longview Elem	Yes	Yes	Yes	
31	Mill Creek Elem & Middle	Yes	Yes	N/A	
32	Nolensville Elem	Yes	Yes	N/A	

33	Nolensville High	Yes	Yes	N/A	
34	Oak View Elem	Yes	Yes	Yes	
35	Page High	Yes	Yes	Yes	
36	Page Middle	Yes	Yes	N/A	
37	Pearre Creek Elem	Yes	Yes	N/A	
38	Pinewood Offices	Yes	N/A	Yes	
39	Ravenwood High	Yes	Yes	N/A	
40	Renaissance High	Yes	N/A	N/A	
41	Scales Elem	Yes	Yes	N/A	
42	Spring Station Middle	Yes	Yes	N/A	
43	Summit High	Yes	Yes	N/A	
44	Summit High Childcare	Yes	N/A	Yes	
45	Sunset Elem	Yes	Yes	N/A	
46	Sunset Middle	Yes	N/A	N/A	
47	Thompson's Station Elem & Middle	Yes	Yes	N/A	
48	Trinity Elem	Yes	Yes	N/A	
49	Walnut Grove	Yes	Yes	Yes	
50	WCS (1761 West Main) Textbook	Yes	N/A	N/A	
51	WCS (1771 West Main) Maintenance	Yes	N/A	N/A	
52	Westwood Elem	Yes	Yes	Yes	
53	Winstead Elem	Yes	Yes	N/A	
54	Woodland Middle	Yes	Yes	Yes	

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with Williamson County government to provide construction services, hereby states under oath as *follows*:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contacts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

Principal Officer

STATE OF _____
COUNTY OF _____

Before me personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the forgoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20 _____

Notary Public

My commission expires: _____

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq., (“Act”). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

Certification Requirements.

No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract 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 Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Respondent Name Printed Name of Authorized Official

Signature of Authorized Official

Date

CRIMINAL BACKGROUND COMPLIANCE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer contracting with Williamson County Board of Education to provide services having direct contact with children or access to grounds of a Williamson County public school while students are on grounds, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.

2. The Company submits this Affidavit pursuant to T.C.A. § 49-5-4 13 as amended effective September 1, 2007 for entities entering into contracts with a local board of education where the company's employees will have direct contact with school children or access to the grounds of a school when children are present. It is the duty of the Company to require applicants supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds and to take certain other actions based upon the results of the records check.

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

Further affiant saith naught.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she is the _____ of

_____ and is authorized to execute this instrument on behalf of the principal for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20__.

Notary Public

My commission expires: _____