



**RFQ 17-003:  
Request for Proposals on  
Termite and Pest Control Service to Include Repair & Maintenance**

Competitive Bidding for **Termite and Pest Control Service to Include Repair & Maintenance** will be received by City of Powder Springs at the City Clerk's Office, 4484 Marietta Street, Powder Springs, GA 30127, no later than 3 p.m. EDT, Thursday, October 12, 2017. RFQ 17-003: details of this proposal are posted to the City's website ([www.cityofpowdersprings.org](http://www.cityofpowdersprings.org)). As a prerequisite, all prospective bidders must provide current copies of their local, county or state Business License and information about individual licensee(s).

This work (**Termite and Pest Control Service to Include Repair & Maintenance**) is an annual contract and the time frame is defined by the City. Submissions for Termite and Pest Control services must comply with all general and special City ordinances, Bidders must provide current State of Georgia Termite and Pest Control contractors license, if applicable, and current local business license. City of Powder Springs reserves the right to accept or reject any or all quotations and can award the contract in their best interest. Proposals may be hand delivered or mailed to **City of Powder Springs, City Clerk's Office, 4484 Marietta Street, Powder Springs Georgia 30127** no later than the time and date indicated. The accepted Proposal package must be clearly marked with the name of the company and contact information. No Pre Proposal meeting is scheduled for this Proposal.

**QUESTIONS:** All questions or request for additional information must reference to RFQ 17-003 **Termite and Pest Control Service to Include Repair & Maintenance** and must be submitted by email or in writing by 12 noon, Monday, October 9, 2017 to: Kelly Axt, City Clerk [kaxt@cityofpowdersprings.org](mailto:kaxt@cityofpowdersprings.org). All questions and answers will be sent to all Bidders. All questions and answers will be sent to all Bidders. After the RFQ is issued, no direct contact will be permitted between any Bidder and any City staff members or elected officials, except through the City Clerk. The phone is 770-943-1666.

#### **GENERAL INSTRUCTIONS**

1. All Quotations must be delivered to the City of Powder Springs, City Clerk's Office, 4484 Marietta Street, Powder Springs, GA 30127, no later than the time and date indicated in the Request for Quotation. Any Quotation received after that time will not be considered for award.

2. The City of Powder Springs is a tax exempt Municipal Corporation. No sales tax will be charged on any products or services.
3. The City of Powder Springs reserves the right to waive any and all technicalities, formalities or irregularities. The City may also accept or reject any or all Quotations, and award the bid to the lowest responsive and responsible bidder in the best interest of the City. The City may reject the Quotation of any vendor that has previously failed to perform properly or complete on time, contracts of a similar nature. Quotations by a vendor that, in the sole opinion and discretion of the City of Powder Springs, is not in the position to fulfill the contract may also be rejected.
4. All information regarding bidder name, address, telephone number and contact person must be provided. Bidders must provide bid prices and other information as indicated in the Scope of Work in an electronic file (PDF or DOC format).
5. All bidders shall provide appropriate proof of a current and valid business license issued by an agency from within the State of Georgia or one of the contiguous United States.
6. Quotations may be withdrawn by written request, provided such withdrawals are received prior to the time and date for submittal of a Quotation.
7. All Quotations must be submitted with one original and two (2) copies.
8. If a bidder chooses to not submit a Quotation, it is requested that a "NO BID" be submitted stating the reason for the "no bid". For our purposes, it is important that we know why bidders chose to not submit. Any bidder submitting a "no bid" will be recorded as such.
9. Bidders not responding will be recorded as "No Response".

## **SPECIAL INSTRUCTIONS**

### **1. Scope Reduction Clause**

The City of Powder Springs (the "City") reserves the right to reduce or increase the scope of the project if the lowest responsible and responsive contractor's (or multiple contractors) proposal is higher or lower than our budgeted amount for the project. The City of Powder Springs, at its sole discretion reserves the right to increase or decrease the scope of work to facilitate an award. This scope reduction clause will be enacted only if it is in the best interest of the City and constitutes no guarantee of scope.

### **2. Additional Work**

The City of Powder Springs reserves the right to add to the contract for any future work, with the agreement of the contractor, at prices offered in this Proposal. This option will be enacted during the contract or within twelve months of the end of the contract, if in the best interest of the City, and with agreement of the contractor ("Contractor").

### **3. Insurance Requirements**

All Proposals submitted must be accompanied by a Certificate of Insurance in compliance with the minimum requirements of the State of Georgia to include

worker's compensation. Upon Award, Contractor shall present a Certificate naming the City of Powder Springs as Additional Insured. Contractor shall be responsible for all injuries or damages of any kind resulting from his work, to persons or property. The minimum insurance requirements are as follows:

- a. Commercial General Liability Coverage for personal injury and/or property damage with a minimum limit of \$1,000,000 per occurrence.
- b. Commercial Excess Umbrella for liability for bodily injury and/or property: damage and in excess over other coverage in an amount of at least \$2,000,000 combined single limit.
- c. Worker's Compensation and Employers Liability - Statutory coverage at a minimum of \$500,000 per accident.
- d. Each policy shall contain an endorsement that, in the event of change or cancellation, a thirty (30) days prior written notice must be sent by mail to the City.

#### **4. Indemnification**

Contractor shall assume the obligation to indemnify and hold harmless the City, its officers, employees, engineers, associates, agents, subcontractors and representatives from and against any and all claims, damages, suits, fees, judgments, costs, expenses (including attorneys' fees), liability or payment arising out of, or through, injury to any person or persons including death and loss of services, or damage to property, suffered through any cause whatsoever in the work involved in the contract and to defend on their behalf any suit brought against them arising from such cause. Any and all damages and costs associated with and to pedestrians, vehicles, buildings, etc. are the sole responsibility of Contractor. The City may review any disputes and the City's decision shall be final.

#### **5. Georgia Security and Immigration Compliance**

In compliance with the Georgia Security and Immigration Compliance act of 2006 Act 457, Section 2 of Senate Bill 529, Chapter 300-10-1 (O.C.G.A. 13-10-91), all contractors must comply with the above mentioned State of Georgia regulations by completing the provided affidavits relative to contractor and subcontractor stating affirmatively that the contractor and any subcontractors are registered and participating in a federal work authorization program. All applicable affidavits have been included with this RFQ and must be signed and provided with the Proposals submission.

#### **6. Personnel**

Contractor shall only hire and employ individuals performing services hereunder with suitable training, experience and skills to perform the services and the position to which such individual is assigned. Contractor shall, at its expense, conduct (or cause to be conducted), in compliance with all applicable laws, the following checks on each individual performing services hereunder:

- a. Background check, including the: (i) name and all names used in the previous seven years, (ii) date of birth, (iii) city, state, and country of birth,

- and (iv) passport number (if one is held) and issuing country, issue date and expiration date;
- b. Criminal checks; and
- c. Drug testing.

At the City's request, and to the extent permitted by law, Contractor shall provide copies of such checks with respect to any individual performing services hereunder, and the City shall comply with the law with respect to the use, retention, disposal and confidentiality of such information. With respect to any individual performing services hereunder that the City believes is (a) not conducting him or herself in accordance with the applicable code of conduct as provided to Contractor by the City from time to time, (b) improperly providing the services, (c) engaged in conduct that is criminal, fraudulent or likely to cause harm to the City's employees or property or (d) not adequately complying with the terms of the service contract, Contractor shall, upon the City's request, as soon as reasonably practicable: (i) if applicable, terminate such individual's access to City property, and (ii) remove such individual of his or her responsibility of providing services to the City.

#### 7. **Ordinances and Regulations**

Selected contractor(s) must comply with all pertinent federal, state and local ordinances and regulations. Contractor shall adhere to all City of Powder Springs ordinances pertaining to the work performed as found at <http://library.municode.com/index.aspx?clientID=12469&stateID=10&statename=Georgia> and <http://www.cityofpowdersprings.org/index.aspx?NID=266> where services per this contract are provided.

#### 8. **Default and Termination**

- a. **Default** - The City may on thirty (30) days notice to the Contractor terminate the service or contract, and without prejudice to any other remedy it may have, when the Contractor materially default in the performance of any provision of this specification, or materially fails to carry out the work in accordance with the provisions of the service contract. Default by the Contractor will include, but is not limited to, the following:
  - i. Failure by the selected firm to provide service in accordance with the specifications.
  - ii. Contractor fails to continually perform the service for three (3) consecutive business days during the term hereof for reasons other than a force majeure event.
  - iii. Insolvency or filing of a voluntary or involuntary petition in bankruptcy court by the Contractor.
  - iv. Commencement of a foreclosure proceeding of a lien against the facility or its conveyance in lieu of foreclosure.
  - v. Contractor fails to cure any other breach of default in the performance of its duties or obligations set forth in the contract

within five (5) days of receipt by Contractor of written notice of such breach or default.

- b. **Termination** - The City may terminate the contract, for convenience purposes, upon sixty (60) days written notice. Upon any termination of the contract, the Contractor shall, unless notified in writing otherwise, take all reasonable precautions to complete the work in progress and to minimize the expenses of the City incident to such termination and the completion of the work. Thereafter, the Contractor shall promptly discontinue the work. The City will pay the Contractor all monies owed for work completed.
- c. **Termination Assistance Services** - If requested by the City, Contractor shall provide the City with such assistance as may be required to transition the provision of the services from Contractor to a successor service provider without interruption to, or degradation of, the services, including, without limitation, continued provision of the services and any additional services as are reasonably requested by the City.

## 9. Required Submissions

- a. All Quotations must be submitted with one original and two (2) copies. All copies must contain all required bid pricing forms, acknowledgements, the affidavits of compliance with the Georgia Security and Immigration Act, verification of any required bid bonds and the bond check, a current occupational/business license, a current State of Georgia Utility Contractor license and a current and valid Certificate of Insurance showing the minimum insurance coverage as specified above.
- b. On the Vendor Questionnaire and Reference Forms provided in this RFQ, all bidders must provide a minimum of three (3) business and/or government references to the City of Powder Springs for which a project similar to the scope of this project was completed within the last three (3) years. This listing shall include names, addresses, telephone numbers and email addresses of the business/government official project manager.

## SCOPE OF WORK:

The approved contractor will be required to maintain various Municipal Facilities (See Exhibit A). Bidders shall provide a rate schedule, an explanation on service call charges, and a preventative maintenance program as part of their bid.

The preventative maintenance program shall consist of rates for monthly and quarterly fumigation, annual termite inspection, and warranty specifications for these services. The approved contractor shall respond to emergencies within 24 hours of notification by the City of Powder Springs.

**II: Familiarization with scope of work**

Before submitting a proposal, each Respondent shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Respondent shall be responsible for fully understanding the requirements of this RFQ and the resulting contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of this RFQ and resulting contract requirements. The submission of a Proposal will constitute a representation of compliance by the Respondent. There will be no subsequent financial adjustment, other than that provided by the resulting contract, for lack of such familiarization.

**III: Contract period: 1 annual year:**

Pricing shall be as per the scope of work and must remain fixed until fulfillment of work. *Contractor must be able to start within three days after issuance of notice to proceed.*

Company: \_\_\_\_\_

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

Contact \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

The \_\_\_\_\_ Company submits the following quoted proposal for RFQ **Termite and Pest Control Service to Include Repair & Maintenance** as per the scope of work and indicated above.

*Please complete and submit the Acknowledgement below:*

**ACKNOWLEDGEMENTS**

\_\_\_\_\_ We acknowledge that we take no exceptions to the specifications

OR

\_\_\_\_\_ we acknowledge that we do take exceptions to the specifications and an Itemized list of exceptions is attached.

\_\_\_\_\_ we acknowledge that we have read and signed the Contractor & Subcontractor’s Affidavits.

\_\_\_\_\_ we acknowledge that we can commence work within THREE (3) days Following the notice of proceed required by the City.

\_\_\_\_\_ We acknowledge that services will be performed based on the City’s Require time frame.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**City of Powder Springs, Georgia**  
**SUB CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation contracting with the City of Powder Springs has registered with and is participating in a federal work authorization program. As of the effective date of 13-10-91, the applicable federal work authorization programs (any of the electronic verification information of newly hired employees, pursuant to the Immigration Reform & Control Act of 1986 (IRCA) P.L.99-603); in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. "EEV/Basic Rule Pilot Program" is operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

\_\_\_\_\_  
EEV/Basic Pilot Program User Identification Number

\_\_\_\_\_  
By: Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Office or Agent of Subcontractor

Subscribed and sworn before me on this, the \_\_\_\_\_  
Day of \_\_\_\_\_, 2017

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_



**City of Powder Springs, Georgia  
RFQ 17-003**

**Termite and Pest Control Service to Include Repair & Maintenance Questionnaire**  
Questionnaire must be completed by ALL vendors and returned with Proposals responses. Any additional pages provided should be clearly labeled.

1. How long have you been in business?

\_\_\_\_\_

2. Give us background information on your company, including the number of employees available to service the City of Powder Springs, the closest office location, as well as any financial ratings and reports available. Separate attachments are acceptable, but please label them clearly.

a. How many employees are available to service the City?

\_\_\_\_\_

b. Please provide the name and address of your local office:

\_\_\_\_\_

3. Have you done similar business with other municipal agencies in the past three (3) years?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please list agency and volume of business:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**City of Powder Springs, Georgia**

**Termite and Pest Control Service to Include Repair & Maintenance Questionnaire**

**Client Reference Sheet**

Reference must be provided by ALL responding vendors using the form below. It is the vendor's responsibility to provide complete and accurate reference information on the form below, including email addresses.

1. \_\_\_\_\_  
Company/Municipality  
  
\_\_\_\_\_  
Address, City, State, Zip Code  
  
\_\_\_\_\_  
Name of Contact Person Telephone Number  
  
\_\_\_\_\_  
Email Address  
  
\_\_\_\_\_  
Type of Project, Date Range of Work Completed
2. \_\_\_\_\_  
Company/Municipality  
  
\_\_\_\_\_  
Address, City, State, Zip Code  
  
\_\_\_\_\_  
Name of Contact Person Telephone Number  
  
\_\_\_\_\_  
Email Address  
  
\_\_\_\_\_  
Type of Project, Date Range of Work Completed

3. \_\_\_\_\_  
Company/Municipality

\_\_\_\_\_  
Address, City, State, Zip Code

\_\_\_\_\_  
Name of Contact Person Telephone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Type of Project, Date Range of Work Completed

**City of Powder Springs, Georgia  
CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation contracting with the City of Powder Springs has registered with and is participating in a federal work authorization program. As of the effective date of 13-10-91, the applicable federal work authorization programs (any of the electronic verification information of newly hired employees, pursuant to the Immigration Reform & Control Act of 1986 (IRCA) P.L.99-603) ; in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. "EEV/Basic Rule Pilot Program" is operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Powder Springs, contractor will secure from such contractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Powder Springs at the time the subcontractor(s) is retained to provide the service.

\_\_\_\_\_  
EEV/Basic Pilot Program User Identification Number

\_\_\_\_\_  
By: Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Office or Agent

Subscribed and sworn before me on this, the \_\_\_\_\_  
day of \_\_\_\_\_, 2013

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_



*Exhibit A*

***MUNICIPAL FACILITIES***

City Hall

- 4484 Marietta St.

Community Development

- 4488 Pineview Dr.

Court Services

- 4483 Pineview Dr.

Police Department

- 1114 Richard D Sailors Pkwy.

Ford Center

- 4181 Atlanta St.
  - Building 1 CAC & Library
  - Building 2 Rec. Hall
  - Building 3 Main Senior Center
  - Building 4 Papa Morris

Public Works

- 3006 Springs Ind. Dr.

Linear Park

- 1301 Richard D Sailors Pkwy

Museum

- Brownsville Rd @ Powder Springs Park

Bodiford House/New Museum

- 4355 Marietta St