

REQUEST FOR PROPOSAL
EXTERMINATION/ PEST CONTROL SERVICES
RFP # 2023-2



CITY OF SPANISH FORT
7361 Spanish Fort Blvd.
Spanish Fort, Alabama 36527
251-626-4884
www.cityofspanishfort.com

**INVITATION TO
BID**

The City of Spanish Fort, Alabama, is soliciting a Request for Proposal in order to evaluate pricing, recommendations, and qualifications for termite bond and pest control/extermination services. One (1) original and Two (2) copies of the proposal must be submitted by **2:00 pm on Wednesday, March 29, 2023**. The proposals, marked “original” and “copy”, must be submitted in person in a sealed envelope with the following information marked plainly on the front:

City of Spanish Fort
Attention: Rebecca A. Gaines, City Clerk
RFP 2023-2
7361 Spanish Fort Blvd.
Spanish Fort, Alabama 36527

EXTERMINATION / PEST CONTROL SERVICES

No oral explanation with regard to the meaning of the specifications will be made and no oral instructions will be given before the award of the contract. Requests from interested vendors for additional information or interpretation of the information included in the specifications should be directed in writing by email to:

City of Spanish Fort
Attention: Rebecca A. Gaines, City Clerk
cityclerk@cityofspanishfort.com
RFP 2023-2

The deadline for receipt of written questions shall be **3:30 pm, on Friday, March 24, 2023**. **A written response will be distributed to all registered vendors.**

The City of Spanish Fort reserves the right to reject in part or in whole all proposals submitted, and to waive any technicalities for the best interest of the City of Spanish Fort.

OVERVIEW: The purpose of this RFP is to allow the City to select an Exterminator for the following purposes:

1. Pest control services shall include, but is not limited to, elimination of the following pests: ants, spiders, crickets, roaches, silverfish, scorpions, mice, rats, fleas, ticks, termites, and similar pests.
2. Service must include controlling of pests on the outdoor grounds of the buildings (including, but not limited to patios, eves of building, sidewalks, lawns and buildings perimeter).
3. Termite bonds for identified facilities.

QUALITY ASSURANCE: The grounds will be inspected after each treatment by the appropriate City representative to ensure compliance with the specifications.

SCHEDULE OF SERVICES: Services will include treatment of all facilities listed herein on a monthly basis, at a minimum. Problem areas will be attended as needed during the interim at no additional cost to the City. Special attention is to be given to areas as identified.

CONTRACT AGREEMENT: The successful proposer agrees to maintain and assure the facilities as listed herein to remain pest free according to the schedule of services. All work performed in fulfilling the requirements of this contract will be accomplished by competent personnel utilizing the highest professional exterminating/ pest control methods and following procedures, supervision, material equipment and supplies/chemicals as herein stated in this specification.

SAFETY: The successful proposer/representative's responsibility is the protection of all site facilities, personnel and City customers. Successful proposer must comply with the U.S. Department of Labor Occupational Safety and Health Hazard Communication 1910.1200 for use of chemicals. The successful proposer shall supply the City with copies of Materia Safety Data Sheets showing complete chemical breakdown of all chemicals being used within ten (10) days after notification of award. The City reserves the right to require the successful proposer to discontinue the use of chemicals or request a change of chemicals at any time.

NOTE: Proposer shall offer the City monthly costs per building for services to be performed between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.

**USE THIS FORM ONLY
PROPOSAL SHEET
EXTERMINATION/PEST
CONTROL**

ITEM #	NAME & ADDRESS	# OF STORIES	Quarterly Pest Control Cost	Termite Bond Cost	Termite Treatment Cost
1	Spanish Fort Community Center 7361 Spanish Fort. Blvd.	2			
2	Police Department – 30500 State Highway 181 Suite 618	1		N/A	
3	Fire Station No. 1 7580 Spanish Fort Blvd.	1			
4	Fire Station No. 2 10628 U.S. Highway 31	1			
5	Fire Station No. 4 9871 D'Olive Rd.				
6	Safe Room 7580 Spanish Fort Blvd.	1			
7	Old City Hall 7581 Spanish Fort Blvd.	1			
8	Kid's Park 30701 Ember Lane Bathrooms	1			
9	Spirit Park 30338 Waites Lane Bathrooms/Storage Shed/ Concession Stands/Press Box	1			
10	Integrity Park 35323 Jimmy Faulkner Drive Concession Building/Storage Building/Press Boxes (2)	2			

TOTAL BASE RFP

\$ _____ \$ _____ \$ _____

MUST BE COMPLETED OR RFP MAY BE REJECTED
**IT IS THE INTENT OF THE CITY OF SPANISH FORT TO HIRE EXTERMINATION/
PEST CONTROL SERVICES FOR SOME OR ALL OF THE AREAS
LISTED ABOVE.**

The undersigned, in submitting this RFP, represents that he/she is an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, age, or sex in the performance of this contract.

The undersigned hereby proposes to furnish the items bid on, F.O.B. Spanish Fort, Alabama, at the unit prices quoted therein after notice of RFP award.

COMPANY NAME: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

ADDRESS: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

OFFICIAL SIGNATURE PAGE
(MUST BE SIGNED OR RFP MAY BE REJECTED)

INSTRUCTIONS TO PROPOSERS

1. The RFP award shall be based on, but not necessarily limited to, the following:
 - a. Total Price
 - b. Special needs and requirements of the City
 - c. Results of reference checks
 - d. Proposer's past performance record with the City
 - e. City's evaluation of the Proposer's ability to perform
 - f. Warranty availability on termite treatments
2. The City of Spanish Fort may make such investigations as it deems necessary to determine the ability of the proposer to provide satisfactory performance in accordance with specifications, and the proposers shall furnish to the City all such information and data for this purpose as the City may request.
3. **Proposers are to bid on all items as specified. RFP's will be awarded to one or more proposers based on the total RFP.**
4. **The contract period will begin May 1, 2023 – April 30, 2024. Prices must not exceed the RFP amount for the entire contract period.** The contract may be extended by mutual agreement of both parties for two (2) additional one (1) year periods with prices remaining firm for the entire contract.

RENEWAL OPTIONS:

The City of Spanish Fort reserves the right to exercise an option to renew the contract of the vendor for two (2) additional one (1) year periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If the City exercises the right in writing, the proposer shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the proposer in complete for within the time specified, the City will rescind its option and seek a new RFP solicitation.

If the primary contractor elects not to exercise the option(s) to renew for the additional two (2) one (1) year periods, the next low proposer for that section will be offered the opportunity to accept the award at the same prices and discounts given in the original RFP submitted by that proposer. If both the primary contractor and next lower proposer for any section elect not to renew or accept award of the contract, the contract will be a re-bid. The City of Spanish Fort reserves the right to re-bid the entire contract if the pricing of the next lower proposer appears to be excessive.

5. The contract may be canceled by either party upon thirty (30) days written notification. The City reserves the right to cancel the contract immediately if the City determines in its sole discretion that the successful proposer is not fulfilling the assigned responsibilities under the agreement and work would be awarded to the next qualifying proposer.
6. Any exceptions or alternates to the RFP are to be clearly indicated on the page entitled, **“EXCEPTIONS/ALTERNATES TO RFP”**.

GENERAL CONDITIONS

In submitting this proposal, the Bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order or contract and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

BID TIME

It shall be the responsibility of each Bidder to ensure his/her proposal is turned in to the City of Spanish Fort on or before **2:00 p.m. on Wednesday, March 29, 2023**. Proposals received after the time stated above will be considered ineligible and returned unopened. All attached proposal documents are to be returned completely filled out, totaled and signed. **Envelopes containing proposals must be sealed.**

WITHDRAWING BIDS/PROPOSALS/QUOTES

Proposals may be withdrawn at any time prior to the official opening; request for no consideration of proposals must be made in writing to the City Clerk and received prior to the time set for opening proposals.

IRREGULAR BIDS/PROPOSALS/QUOTES

Bids will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City of Spanish Fort reserves the right to waive any irregularities and to make the award in the best interest of the City.

- A) Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires, or qualification statement;
- B) Proposals containing special conditions, clauses, alterations, items not called for or irregularities of any kind, which in the Owner's opinion may disqualify the Bidder.

However, the City of Spanish Fort reserves the right to waive any irregularities and to make the award in the best interest of the City.

AWARD OF BID

The bid award will be made within thirty (30) days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the best bidder. The City of Spanish Fort reserves the right to award bids whole or in part when deemed to be in the best interest of the City. Information contained in submitted proposal documents shall not be available for inspection until after the award has been made by the City Council. Requests for this information must be submitted in writing.

ASSIGNMENT

The successful bidder may not assign his/her rights and duties under an award without the written consent of the Spanish Fort Mayor. Such consent shall not relieve the assignor of liability in the event of default by his assignee.

SUBSTITUTIONS/EXCEPTIONS

Exceptions/variations from the specifications may be acceptable provided such variations, in each instance, is noted and fully explained in writing and submitted with proposal. NO substitutions or changes in the specifications shall be permitted after award of bid without prior written approval by the City Clerk.

WAIVER OF SUBROGATION

The contractor and his subcontractors shall require their insurance carrier, with respect to all policies, to waive all rights of subrogation against the City of Spanish Fort, its council members, partners, officials, agents, and employees and against all other contractors and subcontractors.

DEBARMENT

By submitting a RFP, the proposer certifies that is not currently debarred from receiving contracts from any political subdivision or agency of the State of Alabama and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Alabama

BANKRUPTCY

If seller becomes bankrupt or insolvent, or if a petition in bankruptcy or insolvency is filed by or against Seller, or if a receiver, trustee or assignee for the benefit of creditors is appointed for Seller, the City shall have the right, at its sole discretion, to treat such occurrence as a breach thereof.

TERMINATION/NON PERFORMANCE

The contract may be canceled by either party upon thirty (30) days written notification. The City reserves the right to cancel the contract immediately if the City determines in its sole discretion that the successful proposer is not fulfilling the assigned responsibilities under the agreement and work would be awarded to the next qualifying proposer.

ATTORNEYS FEES

Neither party to this contract shall be entitled to attorney fees for any matter arising under this contract, whether for additional work, breach of contract, or other claim for goods, services, or compensation. All claims for attorney's fees are hereby WAIVED.

INDEMNITY

City shall not be liable or responsible for, and shall be saved and held harmless by Contractor from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including claims for copyright and patent infringement, and including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Contractor under this agreement, including claims and damages arising in part from the negligence of City, without; however, waiving any governmental immunity available to the CITY under Alabama law and without waiving any defenses of the parties under Alabama law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by Contractor to indemnify and protect City from the consequences of City's own negligence, provided, however, that the indemnity provided for in this section shall apply only when the negligent act of City is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of City is the sole cause of the resultant injury, death, or damage, unmixed with the legal fault of another person or entity. Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and noncontributory as to any insurance maintained by the City for its own benefit, including self-insurance. Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the bidder. The City of Spanish Fort and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

**USE THIS FORM ONLY
EXCEPTIONS/ALTERNATES TO PROPOSAL**

All exceptions to proposal must be defined in the space below including item number where applicable:

Proposer acknowledges that by submitting the proposal contained herein, proposer makes an offer which, if accepted within a reasonable period of time in whole or in part, by the City of Spanish Fort, constitutes a valid and binding contract as to any and all items accepted in writing by the City of Spanish Fort.

DATE: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY TELEPHONE NUMBER: _____

ANY QUESTIONS concerning this proposal should be directed to: Rebecca A. Gaines, City Clerk, 251-626-4884.

**CITY OF SPANISH FORT
ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS**

I acknowledge that by submitting a proposal for this project, I am aware of the insurance requirements outlined in these specifications (Number 9 – 12). If I am awarded the RFP, I will comply with all insurance requirements within ten (10) working days of the RFP award, including providing proof that I have insurance which may include, but not be limited to, true and accurate copies of the policies.

Signature

Printed Name

Name of Company: _____

Address of Company: _____

City, State & Zip: _____

Telephone Number (_____) _____

Date: _____

THIS PAGE MUST BE COMPLETED OR THE RFP MAY BE REJECTED