

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: January 9, 2016

INVITATION TO BID #164-2016 Pest Control

Bid Opening Date: January 23, 2016

Bid Opening Time: 2:00 PM

Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **1/23/2016**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507, (859) 258-3320**

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: See Specifications

Bid Security Required: ___ Yes No *Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

Performance Bond Required: ___ Yes No

<input checked="" type="checkbox"/> Bid Specifications Met <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>		Proposed Delivery: <u>5</u> days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Submitted by: TERMINIX INTERNATIONAL
Firm Name

1224 US HWY 127 S. Suite B

Address

Frankfort Ky 40601

City, State & Zip

Bid must be signed:
(original signature)

[Signature]
Signature of Authorized Company Representative – Title

Mike Stallings
Representative's Name (Typed or printed)

859-552-7011 502-227-5259
Area Code - Phone - Extension Fax #

mstallings@TERMINIX.COM
E-Mail Address mbeard2@TERMINIX.COM

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Mike Stallings and he/she is the individual submitting the bid or is the authorized representative of Terminix International the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. _____

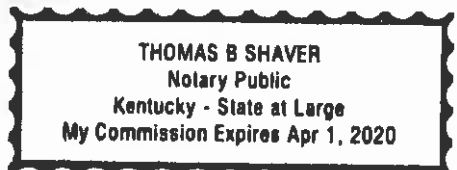
STATE OF KY

COUNTY OF Shelby

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Mike Stallings on this the 18 day of Jan, 2017.

My Commission expires: 4/1/2020



[Signature]
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

- These products use 25 to 50% less energy
- Reduced energy costs without compromising quality or performance
- Reduced air pollution because fewer fossil fuels are burned
- Significant return on investment
- Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.GreenSeal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes X No

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

"Bid on #164-2016 Pest Control"

and addressed to: Division of Central Purchasing
 200 East Main Street, Room 338
 Lexington, Kentucky 40507

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.

- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*

- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this Invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central

Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes **(Space Checked Applies)**
 - (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - () 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.


The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.


Signature


Name of Business

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature

1-18-17
Date

**Lexington-Fayette Urban County Government
Pest Control Specifications**

I. Scope:

Provide general pest control for various Lexington-Fayette Urban County Government owned or leased buildings.

II. Specifications:

A. General Pest Control

- The contractor shall adequately suppress indoor populations of rats, mice, cockroaches, ants, flies, spiders, silverfish, stored products pests, and any other arthropod pests not specifically excluded from the contract. Population of these pests that are invading indoor areas from outdoors nest sites and harborage are included.
- The technician will use various methods and materials to probe and flush the various insects from their hiding and/or harborage areas. The results obtained from this probing and flushing, along with an inspection of the surrounding area, will dictate any secondary treatment procedures including application of appropriate pesticides, placement of baits, drilling of voids, placement of monitoring devices, etc.
- Populations of the following pests are excluded from this contract:
 - (a) Birds, bats, snakes and all other vertebrates other than commensal rodents.
 - (b) Termites and other wood-destroying pests.
 - (c) Pests that primarily feed on outdoor vegetation.
 - (d) However, the following shall be controlled under the terms of the base bid.
 - (e) Individuals of all of the above pests that are incidental invaders inside building.
 - (f) Winged termite swarmer's emerging indoors.
- Rodent bait feeding station deployed on the outside around the building when necessary. Any rodent feeding station will be "secured and child proofed" in a manner acceptable in the pest control industry and to the LFUCG. A fresh supply of E.P.A registered rodenticides will be maintained in the rodent feeding stations. All multiple catch traps inside will be placed according to the manufactures recommendations and be placed so as to minimize damage. In the event of rodent activity in areas of the building where there may not be multiple catch traps, other devices will be used. Follow-up services on these devices shall be performed on an every other day basis until control is achieved.

- All devices will be boldly numbered and their placement depicted on a map of the facility. This map is to be a part of the customized Rodent Control Report which is to be submitted after each service. The report will document the activity found by device.
- All devices (multiple catch and outside bait stations) will be serviced a minimum of once a month. During the colder months it may be necessary to increase the service frequency dependent on rodent activity.
- Each Control device will be checked, emptied as needed, cleaned, rewrapped and/or rebaited during each service. Attached to each device will be a service date sticker which the technician will fill in at the time of each service. In the event of activity in any of the devices, the technician will determine whether or not to supplement the existing controls with snaps traps and/or glue boards. The technician will inspect the areas near the site of any rodent activity to determine any surrounding infestation and any possible ways of entry.
- Structural and operational modifications for pest control, including the applications of caulk and other sealing materials, will not be the responsibility of the contractor. However, throughout the life of this contract, the contractor shall be responsible for notifying the LFUCG point of contacting writing about any structural, sanitary, or procedural modifications deemed necessary to eliminate pest food, water, harborage, or access.

B. Service Frequency

- Provided regularly within a monthly or bi-monthly basis as indicated on the building lists.
- Additional necessary services during the month will be provided as requested at no additional charge. Contractor shall be responsible for any costs associated with repeat site visits and treatments for the same issue at the same building location. If an issue is not remedied after the initial call, Contractor is held responsible for any costs associated with additional call backs and fixing the issues to City's satisfaction. If issue is not fixed within a timely manner to the City must incur to remedy the problem that the Contractor has not fixed (i.e. hire a second contractor to rectify the issue).
- When emergencies arise outside the normal monthly scope of work, same day response is required by the contractor upon verbal notification by the City.

C. Bed Bug Control Services

- LFUCG requires a technician with a Kentucky Pest Application License to inspect the rooms in any building anytime a staff member discovers a bed bug on the floor, walls, or furniture in offices or throughout the building.
- Provide evaluation of suspected area(s) within 8hrs and if needed treatment within 24hrs.

- The discovery of five or more bugs is considered an infestation.
- In case of an infestation, the treatment is restricted to only the room with the infestation and the room on each side (3 rooms total).
- The contractor must agree to re-inspect all treated area(s) within 7 days of the treatment date for bedbugs, if found a retreatment must be scheduled immediately.
- Emergency services shall be provided and coordinated at a mutually agreed time.

D. EPA Approval Chemicals

- Successful bidder shall provide labels and Material Safety Data Sheets for all chemicals used to the Lexington-Fayette Urban County Government with appropriate copies to the contacts for each division as listed below.
- The contractor shall use non-pesticide methods of control whenever possible.
- The contractor shall not apply any insecticide product that has not been approved by the LFUCG.
- When it is determined that an insecticide must be used in order to obtain adequate control, the contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.
- All pesticides used by the LFUCG must be registered with the U.S. Environmental Protection Agency and the Kentucky Department of Agriculture. Transportation, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable federal, state, and local laws and regulations.

E. Pesticide Application

- Sighting sheets or complaint log for all food preparation/serving areas as well as other areas to be determined by the contractor during the initial and subsequent inspections.
- Service report forms documenting all information on pesticide applications and placements/servicing of traps and other monitoring or control devices.
- Reports highlight problems encountered and describing structural and/ or operational changes needed to improve pest control at LFUCG.
- The contractor shall provide monthly invoices for pest control services rendered.

- A master binder shall be provided at each site (LFUCG) by the contractor for LFUCG detailing the complete services history for each building all forms listed above.

F. Service Areas

- Regular pest control service for all areas of the building including, but not limited to, closets, bathrooms, kitchens, classrooms, offices, hallways, stairwells, vending areas, gyms, locker rooms, basements, and mechanical rooms. Service is meant to be baseboard to baseboard throughout each room in each building.
- Family Care Center and Day Treatment require that services be provided when children are not present. The Contractor will need to coordinate with that department contact.

G. Service Schedule

Service times are to be scheduled with Lexington-Fayette Urban County Government appointed contact person at each building.

H. Recordkeeping, Reporting and Invoices

- The contact person, or their designee, at each location on the date of service, must sign Service records. Invoices shall be forwarded to the appropriate purchasing coordinator for payment processing per the purchase order for each building.
- The City shall implement an integrated pest management program with a primary goal of controlling dangerous and destructive pests with the judicious use of pesticides. An integrated pest management program shall include the items specified in this section:
- Advance notification of pesticide use.
 - (a) If a pesticide is to be applied in or around any building from the City, an advance notification of pesticide use shall be giving or sent from LFUCG giving at least (24) hours prior to the pesticide application to all staff members, health professionals assigned to provide services at LFUCG (City)Notice shall not be required if:
 - (b) A master copy of the of the notification shall be maintained by the City in a file marked IPM for twenty-four months after the notice is issued and shall be subjected to inspection upon request by Division of Environmental Services personnel. The notification shall include the following:
 - i. The date possible pesticide application;

- ii. A description of the general location of the pesticide application;
 - iii. Description of pests treated, the brand name of the pesticides applied, including the list of active ingredients, and the pesticide application method;
 - iv. A telephone number that parents and staff can use to contact the City for more information.
- If special circumstances arise that prevent advance notice from being provided as required, such as the emergency application of pesticides to control organisms that pose an immediate health threat, The City shall provide the notice as soon as possible. The notice shall explain the reasons why advance notice was not provided and shall also include the information required in subsection 2(a) to (d) of this section.
 - The certified applicator shall only be responsible to furnish to the City notification needed by the City to comply with subsections (2)(a) to (c) of this section:
 - (a) At least thirty-six (36) hours prior to the application of the pesticide, if the City notification is provided as required by subsections (1)(a) of this section; or
 - (b) As early as possible, if the City notification is provided as required by subsection (3) of this section;
 - (c) Qualifications for pesticide applicators. Persons who apply pesticides in LFUCG shall be certified under Category 7(a), General Pest and Wood-destroying Organisms, and Category 7(b), Integrated Pest Management, to apply pesticides. Applicators currently holding a Category 7(b) certification on the effective date of this administrative regulation shall receive their Category 7(b) certification without additional examination.
 - Exemptions. This administrative regulation shall not apply to application of the following types of pesticides:
 - (a) Germicides, disinfectants, bactericides, sanitizing agents, water purifiers, and swimming pool chemicals used in normal cleaning activities;
 - (b) Personal insect repellents;
 - (c) Human or animals ectoparasite control products administered by qualified health professionals or veterinarians; and
 - (d) Manufactured paste or gel bait insecticides placed in area where humans or pets do not have reasonable access to the bait; or
 - (e) Paraffin-based rodent control products placed in industry identified tamper-resistant bait stations.

I. Contractor Requirements

- Company must be licensed to provide pest control services in the Commonwealth of Kentucky. All services technicians shall be bonded.

contractor's employee shall have picture identification on their person while performing services. Contractor personnel's uniforms shall not be covered by sweaters, jackets, etc. While working on site at City.

- The Contractor shall submit to the Contact Administrator a verbal report within one (1) hour of occurrence and a written follow-up report within twenty-four (24) hours of incidents of theft or vandalism, defining the date and time of the damage/loss and discovery, and discovery in detail the type and extent of the damage/loss.
- Back Ground Checks
- (a) The Contractor shall provide experienced, capable personnel to direct and complete work in a manner satisfactory to the City.
- (b) All Contractors personnel shall be trained and skilled in the work they will perform and in operating the necessary equipment. The Contractor shall provide, prior to commencement of the contract, a complete list of all employees assigned to perform contract work. All of the Contractor's employees shall be bonded and shall carry proper visible identification on their person at all times.
- (c) Contractor shall notify the City representative immediately in writing of all changes in contact personnel by submitting name and address of employee and effective date of employment or termination.
- (d) LFUCG may require those employees whom it deems incompetent, careless or otherwise objectionable to the public interest to be dismissed from the project.

J. Proposal Evaluation Criteria

- This contract will be awarded based on best value basis. It is the Contractor's responsibility to ensure selection criteria below is fully addressed in the submittal. Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.
- (a) **Experience & Past Performance:** Prior experience in providing similar services including client references (20 points).
- (b) **Qualifications of Vendor & Personnel:** To include but not be limited to company philosophy/history, facilities and locations, ability to meet City's required response time, personnel qualifications and level of competency, certifications/licenses, and specific information on the company's ability to deliver the required services (20 points).

(c) **Contract Management Plan:** To include but not be limited to services provided by the vendor, services outsourced to a sub-contractor, service methodologies, schedules, IPM approach, plan for providing IPM services, and quality assurance and training programs (10 points).

(d) **Cost:** Costs will not be the sole deciding factor in the selection process, but will be considered in the case of this RFP (50 points).

K. Site Inspections

Prospective bidders may visit the buildings for bidding purposes. Bidders must contact the Lexington-Fayette Urban County Government's contact person, Stephanie Jackson, 859.258.3920 to scheduled site visits or tours (with the exception of Fire and Emergency Services, whose sites are available for tour at anytime during the normal work day when the company is not involved in an emergency run).

LOCATION	FREQUENCY	SQUARE FOOTAGE	PRICE PER SERVICE
Black & Williams Center 498 Georgetown Street	Monthly	27,584	33 ⁰⁰
Black & Williams Gym 500 Georgetown Street	Monthly	4,689	15 ⁰⁰
Community Alternative Program (CAP) 350 East Main Street	Monthly	3,477	30 ⁰⁰
Carnegie Center 251 W. Second Street	Monthly	19,733	30 ⁰⁰
Charles Young Center 540 East Third Street	Monthly	8,826	30 ⁰⁰

Coleman House 1155 Red Mile Place	Monthly	7,538	30 ⁰⁰
Day Treatment Center 1177 Red Mile Place	Monthly	24,760	33 ⁰⁰
Downtown Arts Center 141 E Main Street	Monthly	22,688	33 ⁰⁰
Family Care Annex 117 Cisco Road	Monthly	2,119	15 ⁰⁰
Family Care Center 1135 Red Mile Place	Bi-Monthly	45,464	75 ⁰⁰
Fayette County Coroner 247 East Second St	Bi-Monthly	45,464	75 ⁰⁰
Fleet Service 669 Byrd-Thurman Drive	Monthly	19,315	30 ⁰⁰
General Service Bldg 1555 Old Frankfort Pike	Monthly	15,259	30 ⁰⁰
Government Ctr. 200 East Main Street	Bi-Monthly	116,609	105 ⁰⁰
Government Ctr. Garage 200 East Main Street	Monthly	58,502	61 ⁰⁰
Rodent Control Government Ctr. Annex	Monthly	29,051	33 ⁰⁰
Government Campus Bldg. 1306 Versailles Road	Monthly	36,440	45 ⁰⁰
Lyric Theatre 300 East Third Street	Monthly	29,435	33 ⁰⁰
Phoenix Building 101 East Vine Street	Monthly	74,022	61 ⁰⁰
Police Roll Call East 1165 Centre Pkwy Suite 130	Monthly	4,216	25 ⁰⁰

Police Headquarters 150 East Main Street	Monthly	55,794	61 ⁰⁰
Police Safety City 1160 Red Mile Rd	Monthly	1,785	15 ⁰⁰
Police Training Center 1795 Old Frankfort Pike	Monthly	15,525	30 ⁰⁰
Police West Sector 1799 Old Frankfort Pike	Monthly	16,284	30 ⁰⁰
Police Print Shop 732-740 National Ave	Monthly	8,876	25 ⁰⁰
Police Technical Service 2269 Frankfort Circle	Monthly	20,877	33 ⁰⁰
Public Safety Operations Center 115 Cisco Road	Monthly	32,800	33 ⁰⁰
Samuel L Brown Wellness Center 100 Trade Street	Bi-Monthly	6,054	30 ⁰⁰
Senior Citizens 195 Life Lane	Monthly	33,000	33 ⁰⁰
Sureties Roads & Forestry 1791 Old Frankfort Pike Building #1	Monthly	1,7855	30 ⁰⁰
Switow Building Enter through 200 E. Main	Monthly	10,906	30 ⁰⁰
Waste Management 675 Byrd Thurman Drive	Monthly	15,022	30 ⁰⁰
Water Quality Bldg. 1 950 Enterprise Drive	Bi-Monthly	24,917	50 ⁰⁰
Water Quality Bldg. 2 951 Enterprise Drive	Bi-Monthly	12,769	30 ⁰⁰



PCO License/Certification/Identification Card

Lic. No.	Expires 6/30	Cert. No.	Expires 12/31
12367	2017	114336	2018
I7B I7A		7B 7A	
MICHAEL STALLINGS 3380 BYERS CT. SHELBYVILLE KY 40065			*C114336*



PCO License/Certification/Identification Card

Lic. No.	Expires 6/30	Cert. No.	Expires 12/31
18254	2017	116153	2018
J7A		7A 7B	
DENNIS LEJONG 1603 CROSSRIDGE LANE LOUISVILLE KY 40222			*C116153*



PCO License/Certification/Identification Card

Lic. No.	Expires 6/30	Cert. No.	Expires 12/31
20858	2017	118529	2018
K		7A	
LEWIS JEWELL JR TERMINX INTERNATIONAL 1224 US 127 SOUTH FRANKFORT, KY 40601			*C118529*



PCO License/Certification/Identification Card

Lic. No.	Expires 6/30	Cert. No.	Expires 12/31
18978	2017	117305	2018
K		7A	
BRADLEY HARTLEY TERMINX INTERNATIONAL 1224 US 127 SOUTH FRANKFORT, KY 40601			*C117305*



PCO License/Certification/Identification Card

Lic. No.	Expires 6/30	Cert. No.	Expires 12/31
15797	2017	114051	2018
K		7A	
ROBERT MATTINGLY TERMINX INTERNATIONAL 1224 US 127 SOUTH FRANKFORT, KY 40601			*C114051*



PCO License/Certification/Identification Card

Lic. No.	Expires 6/30	Cert. No.	Expires 12/31
19804	2017	116856	2018
K		7A	
TIMOTHY KIRK TERMINX INTERNATIONAL 1224 US 127 SOUTH FRANKFORT, KY 40601			*C116856*



PCO License/Certification/Identification Card

Lic. No.	Expires 6/30	Cert. No.	Expires 12/31
18354	2017	116677	2018
K		7A	
ALLAN RIGGLE TERMINX INTERNATIONAL 1224 US 127 SOUTH FRANKFORT, KY 40601			*C116677*



PCO License/Certification/Identification Card

Lic. No.	Expires 6/30	Cert. No.	Expires 12/31
13683	2017	113990	2018
K		7A	
JASON MCCUBBINS TERMINX INTERNATIONAL 1224 US 127 SOUTH FRANKFORT, KY 40601			*C113990*



PCO License/Certification/Identification Card

Lic. No.	Expires 6/30	Cert. No.	Expires 12/31
16714	2017	111028	2018
K		7A	
MARK ALCORN TERMINX INTERNATIONAL 1001 PARK CENTRAL NICHOLASVILLE, KY 40356			*C111028*



PCO License/Certification/Identification Card

Lic. No.	Expires 6/30	Cert. No.	Expires 12/31
22704	2017	119762	2017
K		7A	
JOHNATHAN STELLA TERMINX INTERNATIONAL 1224 US 127 SOUTH FRANKFORT, KY 40601			*C119762*



PCO License/Certification/Identification Card

Lic. No.	Expires 6/30	Cert. No.	Expires 12/31
15796	2017	110011	2018
K		7A	
DANNY BARBEE			*C110011*
TERMINIX INTERNATIONAL			
1224 US 127 SOUTH			
FRANKFORT, KY 40601			



PCO License/Certification/Identification Card

Lic. No.	Expires 6/30	Cert. No.	Expires 12/31
21774	2017	119150	2018
K		7A	
MATTHEW CINNAMON			*C119150*
TERMINIX INTERNATIONAL			
1224 US 127 SOUTH			
FRANKFORT, KY 40601			



PCO License/Certification/Identification Card

Lic. No.	Expires 6/30	Cert. No.	Expires 12/31
20165	2017	118132	2018
K		7A	
ADAM LIPP			*C118132*
TERMINIX INTERNATIONAL			
1224 US 127 SOUTH			
FRANKFORT, KY 40601			



PCO License/Certification/Identification Card

Lic. No.	Expires 6/30	Cert. No.	Expires 12/31
22685	2017	119763	2017
K		7A	
MICHAEL VICK			*C119763*
TERMINIX INTERNATIONAL			
1224 US 127 SOUTH			
FRANKFORT, KY 40601			



PCO License/Certification/Identification Card

Lic. No.	Expires 6/30	Cert. No.	Expires 12/31
23313	2017	120336	2018
K		7A	
NEAL BLAIR			*C120336*
TERMINIX INTERNATIONAL			
1224 US 127 SOUTH			
FRANKFORT, KY 40601			



PCO License/Certification/Identification Card

Lic. No.	Expires 6/30	Cert. No.	Expires 12/31
16801	2017	115909	2018
K		7A	
KEVIN ALVEY			*C115909*
TERMINIX INTERNATIONAL			
1224 US 127 SOUTH			
FRANKFORT, KY 40601			



PCO License/Certification/Identification Card

Lic. No.	Expires 6/30	Cert. No.	Expires 12/31
20191	2017	118133	2018
K		7A	
LEE BAKER			*C118133*
TERMINIX INTERNATIONAL			
1224 US 127 SOUTH			
FRANKFORT, KY 40601			



PCO License/Certification/Identification Card

Lic. No.	Expires 6/30	Cert. No.	Expires 12/31
16046	2017	114422	2018
K		7A	
JAMES COOMER			*C114422*
TERMINIX INTERNATIONAL			
1224 US 127 SOUTH			
FRANKFORT, KY 40601			



PCO License/Certification/Identification Card

Lic. No.	Expires 6/30	Cert. No.	Expires 12/31
23170	2017	120169	2018
K		7A	
DAWN MCCARTY			*C120169*
TERMINIX INTERNATIONAL			
1224 US 127 SOUTH			
FRANKFORT, KY 40601			



PCO License/Certification/Identification Card

Lic. No.	Expires 6/30	Cert. No.	Expires 12/31
21061	2017	118681	2018
K		7A	
MARY BEARD			*C118681*
TERMINIX INTERNATIONAL			
1224 US 127 SOUTH			
FRANKFORT, KY 40601			



The Nationwide Pest Control Experts

The Terminix International
Company L P.
Louisville Commercial
1224 US Highway 127 S
Suite B
Frankfort, KY 40601
Email:
mstallings@terminix.com

January 18, 2017

To Whom It May Concern:

This memo is to verify that all of our pest management professionals are certified, licensed and trained on Integrated Pest Management protocol as mandated by the Kentucky Department of Agriculture. Our pest management professionals go through weekly training at the branch and they also earn continuing credit hours by attending qualified training meetings throughout the year as also required by the Kentucky Department of Agriculture in order for them to maintain their licensing and certification in the state of Kentucky.

SDS and Labels are on record with our office at this time and will be provided upon request.

Regards,

Mike Stallings

Mike Stallings
Branch Manager, Lexington #2287
Terminix International

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Terminix Commercial	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
<input type="checkbox"/> Other (see Instructions) ▶	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 1224 US Highway 127 S. Ste. B	Requester's name and address (optional)
City, state, and ZIP code Frankfort KY 40601	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
				-				

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.


Employer identification number									
3	6	-	3	4	7	8	8	3	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ 

Date ▶ 1-9-17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Contractor Requirements

3.3.1 The Contractor shall provide a fixed-free proposal per build list for each City location for an Integrated Pest Management (IPM) Program that is designed to provide solutions to the common pests found within the City environment. The City is committed to IPM and Sustainability.

3.3.2 All Rodent and Insect bait stations currently in use at LFUCG are the property of the LFUCG.

3.3.3 City will rate the quality of performance based on adherence to schedules, contracts agreements and minimal pest sightings and complaints. The Contract Administrator (CA) or designee shall act as the City's agent for all matters concerning this contract.

3.3.4 The Contractor shall leave each service area in a neat, clean and orderly condition at no addition cost to City.

3.3.5 The Contractor must comply with all Federal and State regulations. All materials used must be registered with the Environmental Protection Agency (EAP) and comply with all Federal and State regulations. All pesticides shall be applied according to registered label directions. No pesticides shall be stored on City premises.

3.3.6 The Contractor shall provide experienced, qualified, properly licensed/certified and properly trained personnel to perform the services required. The Contractor shall list all required licenses in the Qualification's section of their proposal,

3.3.7 The Contractor shall provide a cell phone for communications between their personnel on location and City's Contract Administrator or designee.

3.3.8 The Contractor should have a flexible organization and be capable of performing multiple assignments simultaneously for emergency and non-emergency calls.

3.3.9 The Contractor shall have an IPM program in place at the time of submission of the Request for Proposal. Technicians shall be trained in the application of baits, boric acid, traps, monitoring stations and pheromones for insects and rodents. Liquid and aerosol pesticides shall be applied when deemed necessary by a Certified Applicator with department notification only. Services shall include all rooms, closets, lounges, toilets, kitchen, hallways, stairwells, and basements.

3.3.10 Company uniforms, or smocks, must be worn at all times by all employees while on City property that will identify the Contractor's employee by name. The uniformed employees must

present a neat appearance. Uniform shall consist of pants and shirt or dress pants and bear the contractor's name/company logo. Each contractor's employee shall have picture identification on their person while performing services. Contractor personnel's uniforms shall not be covered by sweaters, jackets, etc. While working on site at City.

3.3.11 The Contractor shall submit to the Contact Administrator a verbal report within one (1) hour of occurrence and a written follow-up report within twenty-four (24) hours of incidents of theft or vandalism, defining the date and time of the damage/loss and discovery, and discovery in detail the type and extent of the damage/loss.

Back Ground Checks

3.1. The Contractor shall provide experienced, capable personnel to direct and complete work in a manor satisfactory to the City. All Contractors personnel shall be trained and skilled in the work they will perform and in operating the necessary equipment. LFUCG may require those employees whom it deems incompetent, careless or otherwise objectionable to the public interest to be dismissed from the project. The Contractor shall provide, prior to commencement of the contract, a complete list of all employees assigned to perform contract work. All of the Contractor's employees shall be bonded and shall carry proper visible identification on their person at all times. Contractor shall notify the City representative immediately in writing of all changes in contact personnel by submitting name and address of employee and effective date of employment or termination. When in the opinion of the City, an employee constitutes a security risk; his employment on the contract will be denied.

Call back Costs

3.2. Contractor shall be responsible for any costs associated with repeat site visits and treatments for the same issue at the same building location. If an issue is not remedied after the initial call, Contractor is held responsible for any costs associated with additional call backs and fixing the issues to City's satisfaction. If issue is not fixed within a timely manner to the City must incur to remedy the problem that the Contractor has not fixed (i.e. hire a second contractor to rectify the issue).

Special Instructions

3.3. Family Care Center and Day Treatment require that services be provided when children are not present. The Contractor will need to coordinate with that department contact.

Scope of Services

3.4. Offeror is expected to provide specific and detailed information on how the treatments will be applied, what the applications included, and what the process is for control of the pest, etc. Offer shall be specific as to what their services and treatments do or do not include (i.e. insect control, rodent control, termite control, bed bugs treatment, etc.)

Response Time

3.5. When emergencies arise outside the normal monthly scope of work, same day response is required by the contractor upon verbal notification by the City.

Structural and Operational Recommendations:

3.6. Structural and operational modifications for pest control, including the applications of caulk and other sealing materials, will not be the responsibility of the contractor. However, throughout the life of this contact, the contractor shall be responsible for notifying the LFUCG point of contacting writing about any structural, sanitary, or procedural modifications deemed necessary to eliminate pest food, water, harborage, or access.

Pest Included and Excluded:

1. The contractor shall adequately suppress indoor populations of rats, mice, cockroaches, ants, flies, stored products pests, and any other arthropod pests not specifically excluded from the contract. Population of these pests that are invading indoor areas from outdoors nest sites and harborages are included.

2. Populations of the following pests are excluded from this contract:

- **BIRDS, BATS, SNAKES, AND ALL OTHER VERTEBRATES OTHER THAN COMMENSAL RODENTS**
- **TERMITES AND OTHER WOOD – DESTROYING PESTS**
- **PESTS THAT PRIMARILY FEED ON OUTDOOR VEGETATION**

HOWEVER, THE FOLLOWING SHALL BE CONTROLLED UNDER THE TERMS OF THE BASE BID:

- **INDIVIDUALS OF ALL THE ABOVE PESTS THAT ARE INCIDENTAL INVADERS INSIDE BUILDING.**
- **WINGED TERMITE SWARMER'S EMERGING INDOORS.**

Monthly Services to Be Provided

1. Rodent Control;

Rodent bait feeding station deployed on the outside around the building when necessary.

Any rodent feeding station will be "secured and child proofed" in a manner acceptable in the pest control industry and to the LFUCG.

A fresh supply of E.P.A registered rodenticides will be maintained in the rodent feeding stations. All multiple catch traps inside will be placed according to the manufactures recommendations and be placed so as to minimize damage.

In the event of rodent activity in areas of the building where there may not be multiple catch traps, other devices will be used. Follow-up services on these devices shall be performed on an every other day basis until control is achieved.

Bid Specifications

All devices will be boldly numbered and their placement depicted on a map of the facility. This map is to be a part of the customized Rodent Control Report which is to be submitted after each service. The report will document the activity found by device.

All devises (multiple catch and outside bait stations) will be serviced a minimum of once a month. During the colder months it may be necessary to increase the service frequency dependent on rodent activity.

Each Control devise will be checked, emptied as needed, cleaned, rewound and/or rebaited during each service. Attached to each device will be a service date sticker which the technician will fill in at the time of each service. In the event of activity in any of the devices, the technician will determine whether or not to supplement the existing controls with snaps traps and/or glue boards. The technician will inspect the areas near the site of any rodent activity to determine any surrounding infestation and any possible ways of entry.

Insect Control

The technician will use various methods and materials to probe and flush the various insects from their hiding and/or harborage areas. The results obtained from this probing and flushing, along with an inspection of the surrounding area, will dictate any secondary treatment procedures including application of appropriate pesticides, placement of baits, drilling of voids, placement of monitoring devices, etc.

- 1) The contractor shall use non-pesticide methods of control whenever possible.
- 2) The contractor shall not apply any insecticide product that has not been approved by the FLUCG.

- 3) When it is determined that an insecticide must be used in order to obtain adequate control, the contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.
- 4) All pesticides used by the LFUCG must be registered with the U.S. Environmental Protection Agency and the Kentucky Department of Agriculture. Transportation, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable federal, state, and local laws and regulations.

Record Keeping and Reporting

- 1) Sighting sheets or complaint log for all food preparation/serving areas as well as other areas to be determined by the contractor during the initial and subsequent inspections.
- 2) Service report forms documenting all information on pesticide applications and placements/servicing of traps and other monitoring or control devices.
- 3) Reports highlight problems encountered and describing structural and/ or operational changes needed to improve pest control at LFUCG.
- 4) The contractor shall provide monthly invoices for pest control services rendered.
- 5) A master binder shall be provided at each site (LFUCG) by the contractor for LFUCG detailing the complete services history for each building all forms listed above.

Pesticide Application LFUCG

The City shall implement an integrated pest management program with a primary goal of controlling dangerous and destructive pests with the judicious use of pesticides. An integrated pest management program shall include the items specified in this section:

- 1.) Advance notification of pesticide use.
 - (a) If a pesticide is to be applied in or around any building from the City, an advance notification of pesticide use shall be given or sent from LFUCG giving at least (24) hours prior to the pesticide application to all staff members, health professionals assigned to provide services at LFUCG (City) Notice shall not be required if:
 - (b) A master copy of the of the notification shall be maintained by the City in a file marked IPM for twenty-four months after the notice is issued and shall be

subjected to inspection upon request by Division of Environmental Services personnel.

2.) The notification shall include the following:

- (a) The date possible pesticide application;
- (b) A description of the general location of the pesticide application;
- (c) Description of pests treated, the brand name of the pesticides applied, including the list of active ingredients, and the pesticide application method;
- (d) A telephone number that parents and staff can use to contact the City for more information.

3.) If special circumstances arise that prevent advance notice from being provided as required, such as the emergency application of pesticides to control organisms that pose an immediate health threat, The City shall provide the notice as soon as possible. The notice shall explain the reasons why advance notice was not provided and shall also include the information required in subsection 2(a) to (d) of this section.

4.) The certified applicator shall only be responsible to furnish to the City notification needed by the City to comply with subsections (2)(a) to (c) of this section:

- (a) At least thirty-six (36) hours prior to the application of the pesticide, if the City notification is provided as required by subsections (1)(a) of this section; or
- (b) As early as possible, if the City notification is provided as required by subsection (3) of this section;
- (c) Qualifications for pesticide applicators. Persons who apply pesticides in LFUCG shall be certified under Category 7(a), General Pest and Wood-destroying Organisms, and Category 7(b), Integrated Pest Management, to apply pesticides. Applicators currently holding a Category 7(b) certification on the effective date of this administrative regulation shall receive their Category 7(b) certification without additional examination.
- (6) Exemptions. This administrative regulation shall not apply to application of the following types of pesticides:
 - (a) Germicides, disinfectants, bactericides, sanitizing agents, water purifiers, and swimming pool chemicals used in normal cleaning activities;
 - (b) Personal insect repellents;
 - (c) Human or animals ectoparasite control products administered by qualified health professionals or veterinarians; and
 - (d) Manufactured paste or gel bait insecticides placed in area where humans or pets do not have reasonable access to the bait; or

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. Vendor acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Vendor in any manner.

FINANCIAL RESPONSIBILITY

VENDOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

Vendor shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Vendor. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products Liability, Environmental Casualty and Pollution Liability endorsements unless deemed not to apply by OWNER.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN

A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of VENDOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If VENDOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, VENDOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Verification of Coverage

VENDOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

VENDOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

VENDOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging VENDOR for any such insurance premiums purchased, or suspending or terminating the work.

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