

City of Portsmouth
Portsmouth, New Hampshire
Public Works Department

REQUEST FOR PROPOSAL
ANNUAL RODENT CONTROL

Sealed Request for proposals, **plainly marked RFP # 32-13 “Annual Rodent Control ” on the outside of the mailing envelope as well as the sealed envelope**, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until **February 27, 2013 @ 2:00 p.m.**

The work shall consist of rodent control and general pest control within individual project areas.

Proposal packages may be obtained from the City’s web site: <http://www.cityofportsmouth.com/finance/purchasing.htm>. Addenda to this proposal document, if any, including written answers to questions, will be posted to the website under the project heading. Addenda and updates will NOT be sent directly to vendors. Questions may be addressed to Jared Sheehan at 610-7497.

The City of Portsmouth reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept and negotiate any terms of a proposal that may be in the best interest of the City.

Scope of Work and Special Conditions

The City of Portsmouth (hereinafter the “City”) is soliciting proposals from licensed pest control companies to conduct rodent control services on an as-needed basis within project areas.

1. Contractor will perform rodent control prior to demolition, excavation, and site preparation and throughout project duration so that rodents and other pests do not disperse from or infest the project area.
2. The Contractor shall develop and implement an Integrated Pest Management (IPM) approach for each identified project. As part of that approach, the Contractor shall maintain a cooperative dialogue with appropriate agencies and management/representatives of neighboring properties. The Contractor shall perform the rodent control tasks described in the IPM and also respond to other pest control needs when directed by the Health Department and or Director of Public Works designee.
3. Services shall be provided by the Contractor on an as-needed basis. The City of Portsmouth does not represent that it will utilize Contractors services any guaranteed number of times over the course of the year.
4. Most of the work is anticipated to be of a scheduled nature with scope of work, dates and time negotiated by the parties. It is anticipated that contractor’s work will generally be accomplished within one week of contact by the City for services.
5. Contractor must also provide on-call service 24 hours a day 7 days a week for any emergency that may occur and response time to such emergencies must be immediate.
6. It shall be the responsibility of the Contractor to supply all necessary tools and equipment to perform the work as requested.
7. All trucks, equipment, tools, personnel and materials not listed on the proposal form shall be considered subsidiary to the contract. No additional charges allowed.
8. The Contractor must comply with all local and State laws, rules and regulations.
9. The Contractor must be licensed to administer pesticide by the New Hampshire Department of Agriculture.

SUBMITTAL REQUIREMENTS: Proposals shall include the following:

1. Completed Statement of Qualifications, included in this document;
2. At least three (3) references, including current contact name and phone number for similar contracts;
3. Completed Price Proposal Form, included in this document; and
4. Names and qualifications of specific persons that will likely be most involved providing service.
5. Copy of Pest Control License.

Contractor may submit such additional information as it deems necessary or helpful to the City's evaluation process.

EVALUATION CRITERIA: Proposals will be evaluated using the following criteria:

1. Responsiveness to the RFP;
2. Contractor's qualifications including its reputation for timely, quality performance; and
3. Rates.

The City, at its discretion, may select a contractor outright or select a finalist(s) for in-person and/or telephone interviews.

SELECTION: Upon selection, Contractor will receive a service contract substantially in the form attached hereto and will be expected to execute the contract within 10 business days of receipt.

RESERVATION OF RIGHTS: The City of Portsmouth reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept or negotiate any terms of a proposal that may be in the best interest of the City.

By submitting a proposal, the Contractor authorizes the City to undertake such investigation as may be necessary to verify the Contractor's qualifications and reputation. The Contractor may be requested to execute a release(s) in favor of third parties who have information relative to the Contractor's qualifications and reputation. Refusal to execute a release may result in disqualification.

STATEMENT OF QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Add separate sheets if necessary. **This statement shall be submitted with Proposal.**

1. Name of Contractor

2. Permanent Main Office Address

3. Form of Entity

4. When Organized

5. Where Organized

6. How many years have you been engaged in the pest control business under your present name; also state names and dates of previous firm names, if any.

7. In the last five years, has Contractor ever been terminated from a contract or project?

_____ (no) _____ (yes). If so, where and why?

8. In the last five years, has Contractor ever been a party to litigation related to the quality or timeliness of Contractor's work?

_____ (no) _____ (yes). If so, where and why?

9. List the most important contracts entered into by Contractor in the last year (identify contracting party and term of contract).

STATEMENT OF QUALIFICATIONS (continued)

10. List your key personnel available for this contract.

The City of Portsmouth reserves the right to request from finalist(s) the latest financial statements as well as to request such additional information as may be reasonably necessary to determine whether the Contractor should be awarded the service contract.

Dated this _____ day of _____, 2013

Name of Contractor _____

BY _____

TITLE _____

State of _____

County of _____

_____ being duly sworn, deposes and

says that the Contractor is _____ of _____
(Name of Organization)

and answers to the foregoing questions and all statements contained therein are true and correct.

Sworn to before me this ____ day of _____, 20__.

Notary of Public

My Commission

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

AMOUNT OF INSURANCE

- A) Comprehensive General Liability:
Bodily injury or Property Damage -- \$2,000,000
each occurrence and general aggregate
- B) Automobile and Truck Liability:
Bodily Injury or Property Damage -- \$2,000,000
each occurrence and general aggregate

Comprehensive General Liability coverage and Automobile and Truck Liability coverage may be met with a combination of coverage including excess and umbrella liability coverage.

TYPES OF INSURANCE FOR CONTRACTOR

Purchase and maintain the following types of insurance:

- A) Workers Comprehensive Insurance coverage for all people employed by the contractor to perform work on this project. This insurance shall be the amount of \$500,000 for each accident illness or disease or such other amount that may be required by the most current laws of the State of New Hampshire, whichever is greater.
- B) Comprehensive General Liability Insurance covering bodily injuries and property damage shall also include coverage for:
 - 1) Injury to or destruction of wires, pipes, conduits, and similar property located below the surface of the ground, whether public or private;
 - 2) Collapse of or structural injury to any building or structure except those on which work under this Contract is being performed;
 - 3) Contractual liabilities related to bodily injury and property damage.
- C) Automobile and Truck Liability covering bodily injury and property damage covering the operation of all motor vehicles and equipment, whether or not owned by the Contractor, being operated in connection with the prosecution of the work under this Contract.
- D) Product and Completed Operations coverage to be included in the amounts specified above for Comprehensive General Liability.

ADDITIONAL INSURED: The City of Portsmouth shall be named as an additional insured.

EVIDENCE OF INSURANCE

As evidence of insurance coverage, the City may, in lieu of actual policies, accept official written statements from the insurance company certifying that all the insurance policies specified below are in force for the specified period. The Contractor shall submit evidence of insurance to the City at the time of execution of the Service Contract. Written notice shall be given to the City of Portsmouth, NH at least ten (10) days prior to cancellation or non-renewal of such insurance coverage.

PRICE PROPOSAL FORM

Annual Rodent Control

CITY OF PORTSMOUTH, N.H.

To the City of Portsmouth, New Hampshire herein called the City.

The undersigned, as Contractor, herein referred to as singular and masculine declares as follows:

1. All interested in the proposal as Principals are named herein.
2. This Proposal is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity;
3. No officer, agent or employee of the City is directly or indirectly interested in this Proposal.

All prices to be a Rate Per Hour:

Bid Item	Description	Rate Per Hour
1	<u>Regular Business Rate</u>	
	Exterior Bait Station	\$ _____
	Interior Bait Station	\$ _____
	Manhole Bait Station	\$ _____
	Service Call	\$ _____
	Traffic Control	\$ _____
2	<u>After Hours Rate</u>	
	Exterior Bait Station	\$ _____
	Interior Bait Station	\$ _____
	Manhole Bait Station	\$ _____
	Service Call	\$ _____
	Traffic Control	\$ _____

EXCEPTIONS AND/OR CLARIFICATIONS:

Name of Business _____
 By: _____
 Authorized: _____
 (Title)

Dated: _____
 Phone number: _____ Fax number: _____
 E-mail address _____

CONTRACT AGREEMENT

Annual Rodent Control Services

THIS AGREEMENT made as of the ____ day of ____ in the year **2013**, by and between the City of Portsmouth, New Hampshire (hereinafter call the Owner) and _____ (hereinafter called the Contractor),

WITNESSETH; that the Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I - Work - The Contractor shall perform Pest Control Services for a period of one year. The Contractor shall provide, at its expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of those services described in the Scope of Work and Special Conditions referred to in RFP # _____ and incorporated herein as Exhibit A.

ARTICLE II – PROJECT MANAGER - The Public Works Project Manager, or his/her authorized representative will act as contact in connection with the scheduling and authorization of services in accordance with the contract documents.

ARTICLE III - CONTRACT TIME - The initial contract period will commence on the date that the contract has been fully executed. The City commitment to this contract after July 1, 2013, is contingent upon funding by the City Council for the next fiscal year.

ARTICLE IV - CONTRACT PRICE - Owner shall pay Contractor for performance of the work in accordance with the Price Proposal Form.

ARTICLE V - PAYMENT – The Contractor shall invoice the Owner within 30 days of completion of the work performed or monthly.

ARTICLE VI – RENEWAL PERIOD-It is the intent of this proposal to establish a contractor for rodent control services for a period of one year with a yearly option to extend the contract. Both the City of Portsmouth and the Contractor must agree on any extensions beyond the first year, but not to exceed a total of three years.

ARTICLE VII - CONTRACT DOCUMENTS - The Contract Documents, which comprise the contract between City and Contractor, are attached hereto and made a part hereof and consist of the following:

- 7.1 This Agreement
- 7.2 Price
- 7.3 Proposal Form
- 7.4 Insurance Requirements (attached as Exhibit B)

ARTICLE VIII - TERMINATION FOR DEFAULT - The City of Portsmouth may terminate this Contract with seven (7) days notice should the Contractor fail to perform work in a workman like manner or perform the work within the demands and time constraints established by the City of Portsmouth. Failure to maintain any and all licenses necessary to perform the work and/or to maintain insurance coverage is grounds for immediate termination of the Contract.

ARTICLE IX - INDEMNIFICATION OF CITY - Contractor will indemnify City against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys' fees) arising in any way out of the Contractor's negligence or breach of its obligations or warrants under this Contract. Contractor will defend all such actions with counsel satisfactory to City at its own expense, including attorney's fees, and will satisfy any judgment rendered against City in such action.

ARTICLE X - PERMITS - The Contractor will secure at its own expense, all permits and consents required by law as necessary to perform the work and will give all notices and pay all fees and otherwise comply with all applicable City, State, and Federal laws, ordinances, rules and regulations.

ARTICLE XI - INSURANCE - The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those specified in the contract.

ARTICLE XII - MISCELLANEOUS -

- 12.1 Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.
- 12.2 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 12.3 Scheduling of project work may be confirmed or memorialized by e-mail or purchase order.
- 12.4 This Contract shall be governed by and construed in accordance with New Hampshire Law.

IN WITNESS WHEREOF, the parties hereunto executed this AGREEMENT the day and year first above written.

NAME OF BUSINESS

BY: _____

TITLE: _____

CITY OF PORTSMOUTH, N.H.

BY: _____
John P. Bohenko

TITLE: City Manager