



**City of Memphis, Tennessee**  
Jim Strickland, Mayor

## **REQUEST FOR QUALIFICATIONS**

**City of Memphis Purchasing Department**  
125 North Main, Suite 354  
Memphis, TN 38103

**RFQ #38638-2**

### **CHEMICALS FOR CITY OF MEMPHIS GOLF COURSES**

Due: January 26, 2018 no later than 2:00 P.M. (Central Time)

# Request for Statements of Qualifications # 38638-2

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**NOTE:** Due to low vendor participation in RFQ #38638 (which was due January 5, 2018), we are re-issuing the RFQ in the hope that more vendors will partake in this opportunity. If you provided a submittal response to RFQ #38638 that was due on January 5, 2018, you **do not** have to re-submit for this request.

## **PURPOSE:**

The City of Memphis is requesting Statements of Qualifications (SOQ's) from Qualified Suppliers of turf chemicals, fertilizers, and any other conditioners or product of treatment for participation in a Multiyear Contract. Each qualifying vendor will receive a Contract to provide orders of this product from the City of Memphis base on the lowest and best purchase price at the time the needed products are shopped.

Statements of Qualifications are **due no later than:**

**JANUARY 26, 2018 at 2:00 P.M.**

**COMPANY NAME** AND **RFQ #38638-2** SHOULD BE ON OUTSIDE OF **SEALED ENVELOPE** AND DELIVERED TO:

CITY OF MEMPHIS  
125 N MAIN, RM. 354  
MEMPHIS, TN 38103

## **RESPONSE CONTENTS:**

- Company Name & Address
- Copy of License
- Contact Information (name, phone, email)
- If your company is not registered with the City of Memphis, a signed copy of your company W-9 is required.

## **MINIMUM QUALIFICATIONS:**

**Only Vendors meeting the following requirement(s) need respond to the RFQ.**

Any appropriately licensed supplier of turf chemicals, fertilizers, and any other conditioners or product of treatment with capability to accept and deliver product within 72 hours of the order.

Each qualifying vendor must provide the required certificate of insurance and endorsements required by the City of Memphis before the contract will be awarded.

## **Award of the Order:**

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Each qualifying vendor will receive a contract with the City of Memphis to accommodate any Division. The length of the contract is for three (3) years, with two one-year extension options.

The responding vendor with the lowest overall price quote at the time the product is shopped by the City of Memphis will be awarded the order.

Each order placed by the City of Memphis will reference the assigned contract number.

The vendor will deliver the product to the street address given to the vendor at the time the order is placed.

A delivery slip that is signed by the City of Memphis party ordering the product must be provided and left at the delivery site.

The vendor invoice should be mailed to the street address from which the product was ordered.

Questions regarding this request should be directed to **Mickey Barker at (901) 576-4279**.

### **INSURANCE REQUIREMENTS FOR ENVIROMENTAL POLLUTION**

The Company shall not commence any work under this contract until it has obtained and caused its subcontractor to procure and keep in force all insurance required. The Company shall require all subcontractors to carry insurance as outlined below, in case they are not protected by the policies carried by the Company. The Company is required to provide copies of the insurance policies upon request. The Company shall furnish the Risk Manager a Certificate of Insurance and/or policies attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the City of Memphis and licensed in the state of Tennessee with a Best Insurance Rating of A and Class VII or better and authorized to do business in the state where the work is performed.

If any of the Insurance Requirements are non-renewed at the expiration dates, payment to the company may be withheld until those requirements have been met, or at the option of the City. The City may pay the renewal premiums and withhold such payments from any monies due the Company.

The Company shall indemnify, defend, save and hold harmless the City, its officers, employees, and agents, from and against any and all claims, demands, suits, actions, penalties, damages, settlements, costs, expenses, or other liabilities of any kind and character arising out of or in connection with the breach of this Agreement by Company, its employees, subcontractors, or agents, or any negligent act or omission of Company, its employees, subcontractors, or agents, which occurs pursuant to the performance of this Agreement, and this indemnification shall survive the expiration or earlier termination of this Agreement. The provisions of the paragraph shall not apply to any loss or damage

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caused solely by the acts, errors, or omissions of the City, its officers, employees and agents. Contracts for third party service providers should include indemnity provisions that protect the City from any liability arising out of the Company's loss of the City's sensitive information.

Each certificate or policy shall require and state in writing the following clauses:

**Company shall provide notice to the City within three (3) business days following receipt of any notice of cancellation or material change in Company's insurance policy from Company's insurer. Such notice shall be provided to the City by registered mail, to the following address:**

City of Memphis  
Attn: Risk Management  
2714 Union Extended, Suite 200  
Memphis, TN 38112

City of Memphis  
Attn: Purchasing Agent  
125 North Main, Room 354  
Memphis, TN 38103

The Certificate of Insurance shall state the following: "The City of Memphis, its officials, agents, employees and representatives shall be named as additional insured on all liability policies." The additional insured endorsements shall be attached to the Certificate of Insurance shall also state: "The additional insured endorsement is attached to the Certificate of Insurance."

### **WORKERS COMPENSATION**

The Company shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Minimum Limits of the State of Tennessee and shall require all subcontractors to do likewise.

Employer's Liability	\$100,000	Each Accident
	\$500,000	Disease-Policy Limit
	\$100,000	Disease-Each Employee

**NOTE:** Should have the USL&H (United States Longshore & Harbor) endorsement on their **Workers Compensation** policy.

### **AUTOMOBILE LIABILITY**

Covering owned, non-owned, and hired vehicles with Minimum LIMITS OF:

\$1,000,000      Each Occurrence – Combined Single Limits

### **COMMERCIAL GENERAL LIABILITY**

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Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability Coverage with Minimum Limits of:

\$2,000,000	General Aggregate
\$2,000,000	Products-Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence (Bodily Injury & Property Damage)
\$ 50,000	Fire Damage any One Fire
\$ 5,000	Medical Expense any One Person

**POLLUTION LIABILITY (including Transportation Coverage) Minimum Limits of:**

\$4,000,000	General Aggregate
\$2,000,000	Each Claim

**If any of the policies are written on a "claims-made basis", then the Company shall maintain such coverage for at least three (3) years from the termination or expiration of this agreement.**

**UMBRELLA LIABILITY Minimum Limits of:**

\$2,000,000	Each Occurrence Combined Single Limit
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**PROPERTY INSURANCE:**

The Company shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subcontractors to carry insurance as outlined above, in case they are not protected by the policies carried by the Company.

The Company is required to provide copies of the insurance policies upon request.