

Request for Statements of Qualifications # 27047

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:**

OCTOBER 31, 2014 at 2:00 P.M.

COMPANY NAME AND **RFQ 27047** 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:

Each qualifying vendor will receive a contract with the City of Memphis to accommodate any Division. The length of the contract is for one (1) year. The contract may be extended for two (2) additional one (1) year terms. The contract will renew at the end of year each if the Division does not give the vendor a thirty (30) day notice to cancel the contract.

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.

Request for Statements of Qualifications # 27047

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 **Larry Smith at (901) 636-4277**.

Insurance Requirements:

A. The Contractor shall not commence any work under this agreement until it has obtained and caused its subcontractors to procure and keep in force all insurance required hereunder. The Contractor shall require all subcontractors to carry insurance as outlined below, in case the subcontractor(s) are not protected by the policies carried by the Contractor. Prior to commencing any work under this contract, the Contractor shall furnish the City a Certificate of Insurance and/or policies, upon request, executed by an authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. Failure to maintain or renew coverage or to provide evidence of renewal may result in termination of the contract by City. Failure of the City to identify any deficiency in the evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance. The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Insurance coverage shall be provided by companies rated A:VI or better by Best's Insurance Rating. The City reserves the right to reject any or all insurance carrier(s) with an unacceptable financial rating. All insurance companies must be acceptable to the City of Memphis and licensed in the State of Tennessee.

B. If any of the insurance requirements are non-renewed at the expiration dates of any policy, payment to the Contractor 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 Contractor. Contractor's insurance shall be primary as respects the City, its officers, employees, and agents. Any insurance or self-insurance maintained by the City, its officers, employees and agents shall be excess of the Contractor's insurance and shall not contribute with it.

C. The Contractor shall maintain, at its expense, at minimum, the following insurance coverage during the life of the Agreement:

Request for Statements of Qualifications # 27047

1. WORKERS COMPENSATION in accordance with the statutory requirements and limits of the State of Tennessee

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

The workers compensation policy shall include a waiver of subrogation in favor of the City, its officials, employees and agents.

2. AUTOMOBILE LIABILITY covering owned, non-owned and hired vehicles with a minimum limit of: \$1,000,000 Each Occurrence - Combined Single Limits. The policy shall include a waiver of subrogation in favor of the City, its officials, employees and agents.

3. The Contractor shall be responsible for maintaining any and all PROPERTY INSURANCE on its own equipment and shall require all subcontractors to do likewise.

4. COMMERCIAL GENERAL LIABILITY: Comprehensive General Liability Insurance, covering Bodily Injury and Property Damage on an "occurrence" basis. The policy shall include a waiver of subrogation in favor of the City, its officials, employees and agents. The coverage shall be provided on ISO occurrence Form CG 00 01 07 98 (or substitute form for providing equivalent or greater coverage) and include Premises and Operations, Contractual Liability, Independent Contractor's Liability, Broad Form Property Damage, including Premises/Completed Operations, and Personal Injury liability, with employee and contractual exclusions deleted.

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

5. A Separation of Insureds condition shall be included in all general liability and automobile liability policies required by this Agreement.

6. ENVIRONMENTAL/POLLUTION LIABILITY covering the contractor's liability for bodily injury, property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs incurred by the Contractor, all arising out of the work or services (including transportation risk, when applicable) to be performed under this Agreement with a minimum limit of \$2,000,000 Occurrence/ \$4,000,000 Aggregate.

Request for Statements of Qualifications # 27047

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

1. The vendor shall provide notice to the City of Memphis within three (3) business days following receipt of any notice of cancellation or material change in the vendor's insurance policy. This notice shall be given to the City of Memphis Risk Manager by registered mail, return receipt requested to the following address:

City of Memphis

Attn: Risk Management

2714 Union Avenue Extended, Suite 200

Memphis, TN 38112

2. "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.